

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

UNITED STATES OF AMERICA and
STATE OF GEORGIA,

Plaintiffs,

v.

AIRGAS CARBONIC, INC.,
** ALL OTHER DEFENDANTS
ARE LISTED IN APPENDIX A,

Defendants.

Civil Action No.
1:11-cv-00163-JRH-WLB

NOTICE OF LODGING OF PROPOSED CONSENT DECREE
PENDING SOLICITATION OF PUBLIC COMMENT

Plaintiffs, the United States of America and the State of Georgia, respectfully notify the Court that the United States is lodging a proposed Consent Decree in this case which was entered into with all parties. The Consent Decree is provided to the Court and a copy is available in the office of Assistant United States Attorney Ken D. Crowder, United States Attorney's Office, P.O. Box 2017, Augusta, GA 30903.



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The Court should not yet sign the Consent Decree. Instead, the proposed Consent Decree should remain lodged with the Court while the United States provides an opportunity for public comment in accordance with the United States Department of Justice regulations codified at 28 C.F.R. § 50.7.

The Department will publish in the Federal Register a notice that the proposed Consent Decree has been lodged with the Court. The notice will solicit public comment for a period of thirty (30) days. During the comment period, no action is required of the Court.

After the close of the comment period, the United States will evaluate the comments received, if any, and advise the Court of whether Plaintiffs seek to respectfully move the Court to enter the Consent Decree in this case.

For the United States of America

Date: October 4, 2011

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AIRGAS CARBONIC, INC.,
** ALL OTHER DEFENDANTS
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Defendants.

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CERTIFICATE OF SERVICE

I hereby certify that on October 4, 2011, I electronically filed the foregoing Notice of Lodging of Proposed Consent Decree with the Clerk of Court by using the CM/ECF system, and I served a copy of the same, along with a copy of the Complaint, to all parties through their representatives, listed below, by regular mail and by email.

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For the Settling State De Minimis Parties:

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Date: October 4, 2011

s/Esperanza Anderson

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

----- x
UNITED STATES OF AMERICA
and STATE OF GEORGIA

Plaintiffs,

v.

SETTLING DEFENDANTS
(Listed in Appendix A)

Defendants.
----- x

Civil No. _____

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606, 9607.

B. The United States in its complaint seeks, *inter alia*: (1) reimbursement of costs incurred by EPA and the Department of Justice for response actions at the Alternate Energy Resources, Inc. ("AER") Superfund Site ("Site") in Augusta, Richmond County, Georgia, together with accrued interest; and (2) performance of response actions at the Site consistent with the National Contingency Plan, 40 C.F.R. Part 300 (as amended) ("NCP").

C. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the State of Georgia (the "State") on September 30, 2010, of negotiations with potentially responsible parties ("PRPs") regarding the implementation of the Remedial Design and Remedial Action for the Site, and EPA provided the State with an opportunity to participate in such negotiations and be a party to this Consent Decree.

D. The State, on behalf of the Director of the Environmental Protection Division ("GA EPD") of the Georgia Department of Natural Resources, joined the United States as a Plaintiff in its complaint and seeks, *inter alia*: (1) reimbursement of costs incurred for the Site, together with accrued interest; and (2) performance of response actions at the Site consistent with the NCP and Code Sections 12-8-71, 12-8-96, and 12-8-96.1 of the Georgia Hazardous Site Response Act ("HSRA").

E. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the United States Department of the Interior and the Georgia Department of Natural Resources on September 30, 2010, of negotiations with PRPs regarding the release of hazardous substances that may have resulted in injury to the natural resources under federal trusteeship and encouraged the trustees to participate in the negotiation of this Consent Decree.

F. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on April 19, 2006, 71 Fed. Reg. 20016.

G. On October 16, 2006, in response to a release or a substantial threat of a release of hazardous substances at or from the Site, a group of PRPs commenced a Remedial Investigation and Feasibility Study ("RI/FS") for the Site, pursuant to 40 C.F.R. § 300.430 and an executed Administrative Settlement Agreement and Order on Consent. This group of PRPs completed a Remedial Investigation ("RI") Report on November 11, 2008, and a Feasibility Study ("FS") Report on April 19, 2010.

H. On June 29, 2010, pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the FS and of the proposed plan for remedial action in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which the Regional Administrator, EPA Region 4, based the selection of the response action.

I. The decision by EPA on the remedial action to be implemented at the Site is embodied in a final Record of Decision ("ROD"), executed on September 27, 2010, on which the State had a reasonable opportunity to review and comment and on which the State has given its

concurrence. Notice of the final plan was published in accordance with Section 117(b) of CERCLA, 42 U.S.C. § 9617(b).

J. The Settling Defendants to this Consent Decree are comprised of three distinct groups of parties: Settling Performing Defendants, Settling *De Minimis* Defendants, and Settling *De Minimis* State Agencies. The Settling Defendants do not admit any liability arising out of the transactions or occurrences alleged in the complaint, nor do they admit or acknowledge that the release or threatened release of hazardous substances at or from the Site constitutes an imminent and substantial endangerment to the public health or welfare or the environment. The Settling Federal Agencies to this Consent Decree are comprised of two distinct groups of parties: Settling Non-Performing Federal Agencies and Settling *De Minimis* Federal Agencies. The Settling Federal Agencies do not admit any liability arising out of the transactions or occurrences alleged in any counterclaim asserted by Settling Defendants or any claim by the State.

K. Information currently known to EPA and the State indicates that the amount of hazardous substances sent to the Site by the Settling *De Minimis* Parties (Settling *De Minimis* Defendants, Settling *De Minimis* Federal Agencies, and Settling *De Minimis* State Agencies) is minimal in comparison to other hazardous substances at the Site, and that the toxic or other hazardous effects of the hazardous substances contributed to the Site by the Settling *De Minimis* Parties do not contribute disproportionately to the cumulative toxic or other hazardous effects of the hazardous substances at the Site. Accordingly, pursuant to Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A), EPA has determined that the amount and the toxic or other hazardous effects of the substances contributed by each Settling *De Minimis* Party is minimal in comparison to other hazardous substances contributed to the Site. EPA further has

determined that prompt settlement with each Settling *De Minimis* Party is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

L. Based upon the information presently available to EPA and the State, EPA and the State believe that the Work will be properly and promptly conducted by Settling Performing Defendants if conducted in accordance with the requirements of this Consent Decree and its appendices.

M. Solely for the purposes of Section 113(j) of CERCLA, 42 U.S.C. § 9613(j), the Remedial Action set forth in the ROD and the Work to be performed by Settling Performing Defendants shall constitute a response action taken or ordered by the President for which judicial review shall be limited to the administrative record.

N. The Parties, which are comprised of the United States, the State, and Settling Defendants, recognize and agree, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and that this settlement and implementation of this Consent Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b); and pendent jurisdiction over the claims asserted by the State arising under the laws of Georgia. This Court also has personal jurisdiction over the United States, the State, and Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, the United States, the State, and

Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. The United States, the State, and Settling Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States, the State, and Settling Defendants and their successors and assigns. Any change in ownership or corporate status of a Settling Defendant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Defendant's responsibilities under this Consent Decree.

3. Settling Performing Defendants shall provide a copy of this Consent Decree to each supervisory contractor and any other contractors deemed necessary by Settling Performing Defendants who are hired to perform the Work required by this Consent Decree and to each person representing any Settling Performing Defendant with respect to the Site or the Work, and shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Consent Decree. Settling Performing Defendants shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this Consent Decree. With regard to the activities undertaken pursuant to this Consent Decree, each contractor and subcontractor shall be deemed to be in a contractual relationship with Settling Performing Defendants within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C. § 9607(b)(3).

IV. DEFINITIONS

4. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply solely for purposes of this Consent Decree:

"Alternate Energy Resources, Inc. Property" or "AER Property" shall mean the approximately 2.6 acres of property, located at 2736 Walden Drive in Augusta, Richmond County, Georgia, on which Alternate Energy Resources, Inc. formerly operated its business.

"Alternate Energy Resources Special Account" shall mean the special account, within the EPA Hazardous Substances Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

"Alternate Energy Resources Disbursement Special Account" shall mean the special account, within the EPA Hazardous Substances Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3), and Paragraph 61 of this Consent Decree.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

"Consent Decree" or "Decree" shall mean this Consent Decree and all appendices attached hereto (listed in Section XXX). In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

"Cost Matrix" shall mean the three documents, set forth in Appendix C, Appendix D-2, and Appendix E, that collectively sets forth the amounts of payment due for all Settling De

Minimis Parties and includes an amount for: (a) Past Response Costs; (b) State Past Response Costs; (c) projected Future Response Costs to be incurred at or in connection with the Site; and (d) a premium to cover the risks and uncertainties associated with this settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, or by any other person, will exceed the estimated total response costs upon which Settling *De Minimis* Parties' payments are based.

"Day" shall mean a calendar day unless expressly stated to be a working day. The term "working day" shall mean a day other than a Saturday, Sunday, or federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

"Effective Date" shall be the date upon which this Consent Decree is entered by the Court as recorded on the Court docket, or, if the Court instead issues an order approving the Consent Decree, the date such order is recorded on the Court docket.

"EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"GA EPD" shall mean the Environmental Protection Division of the Georgia Department of Natural Resources, and any successor departments or agencies of the State.

"Future Oversight Costs" shall mean that portion of Future Response Costs that EPA incurs in monitoring and supervising Settling Performing Defendants' performance of the Work to determine whether such performance is consistent with the requirements of this Consent Decree, including costs incurred in reviewing plans, reports, and other deliverables submitted pursuant to this Consent Decree, as well as costs incurred in overseeing implementation of the

Work; however, Future Oversight Costs do not include, *inter alia*: the costs incurred by the United States pursuant to Sections VII (Remedy Review), IX (Access and Institutional Controls), XV (Emergency Response), and Paragraph 47 (Funding for Work Takeover), or the costs incurred by the United States in enforcing the terms of this Consent Decree, including all costs incurred in connection with Dispute Resolution pursuant to Section XX (Dispute Resolution) and all litigation costs.

"Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports, and other deliverables submitted pursuant to this Consent Decree, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this Consent Decree, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Sections VII (Remedy Review), IX (Access and Institutional Controls) (including, but not limited to, the cost of attorney time and any monies paid to secure access and/or to secure, implement, monitor, maintain, or enforce Institutional Controls including, but not limited to, the amount of just compensation), XV (Emergency Response), Paragraph 47 (Funding for Work Takeover), and Section XXXI (Community Relations). Future Response Costs shall also include all Interim Response Costs, and all Interest on those Past Response Costs Settling. Defendants have agreed to pay under this Consent Decree that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from April 7, 2011, to the Effective Date.

"Institutional Controls" shall mean Proprietary Controls and state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that:

- (a) limit land, water, and/or resource use to minimize the potential for human exposure to Waste Materials at the Site;
- (b) limit land, water, and/or resource use to implement, ensure

non-interference with, or ensure the protectiveness of the Remedial Action; and/or (c) provide information intended to modify or guide human behavior at the Site.

"Institutional Control Implementation and Assurance Plan" or "ICIAP" shall mean the plan for implementing, maintaining, monitoring, and reporting on the Institutional Controls set forth in the ROD, prepared in accordance with the SOW.

"Interim Response Costs" shall mean all costs, including direct and indirect costs, (a) paid by the United States in connection with the Site between April 7, 2011, and the Effective Date, or (b) incurred prior to the Effective Date but paid after that date.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

"Interest Earned" shall mean interest earned on amounts in the Alternate Energy Resources Disbursement Special Account, which shall be computed monthly at a rate based on the annual return on investments of the Hazardous Substance Superfund. The applicable rate of interest shall be the rate in effect at the time the interest accrues.

"Municipal Solid Waste" shall mean waste material: (a) generated by a household (including a single or multifamily residence); or (b) generated by a commercial, industrial or institutional entity, to the extent that the waste material (i) is essentially the same as waste normally generated by a household; (ii) is collected and disposed of with other municipal solid waste as part of normal municipal solid waste collection services; and (iii) contains a relative

quantity of hazardous substances no greater than the relative quantity of hazardous substances contained in waste material generated by a typical single-family household.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"Operation and Maintenance" or "O&M" shall mean all activities required to maintain the effectiveness of the Remedial Action as required under the Operation and Maintenance Plan approved or developed by EPA pursuant to Section VI (Performance of the Work by Settling Defendants) and the SOW, and maintenance, monitoring, and enforcement of Institutional Controls as provided in the ICIAP.

"Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

"Parties" shall mean the United States, the State of Georgia, and Settling Defendants.

"Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through April 7, 2011, plus Interest on all such costs which has accrued pursuant to 42 U.S.C. § 9607(a) through such date.

"Performance Standards" shall mean the cleanup standards and other measures of achievement of the goals of the Remedial Action, set forth in the ROD and the SOW and any modified standards established pursuant to this Consent Decree, including any additional performance standards identified by EPA during Remedial Design.

"Plaintiffs" shall mean the United States and the State of Georgia.

"Proprietary Controls" shall mean easements or covenants running with the land that (a) limit land, water or resource use and/or provide access rights and (b) are created pursuant to common law or statutory law by an instrument that is recorded by the owner in the appropriate land records office.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

"Record of Decision" or "ROD" shall mean the EPA Record of Decision relating to the Site signed on September 27, 2010, by the EPA Region 4 Superfund Division Director, and all attachments thereto. The ROD is attached as Appendix G.

"Remedial Action" shall mean all activities Settling Performing Defendants are required to perform under the Consent Decree to implement the ROD, in accordance with the SOW, the final Remedial Design and Remedial Action Work Plans, and other plans approved by EPA, including implementation of Institutional Controls, until the Performance Standards are met, and excluding performance of the Remedial Design, O&M, and the activities required under Section XXVII (Retention of Records).

"Remedial Action Work Plan" shall mean the document developed pursuant to Paragraph 11 of this Consent Decree and approved by EPA, and any modifications thereto, made pursuant to this Consent Decree.

"Remedial Design" shall mean those activities to be undertaken by Settling Performing Defendants to develop the final plans and specifications for the Remedial Action pursuant to the Remedial Design Work Plan.

"Remedial Design Work Plan" shall mean the document developed pursuant to Paragraph 10 of this Consent Decree and approved by EPA, and any modifications thereto, made pursuant to this Consent Decree.

"Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

"Settling Defendants" shall mean those Parties identified in Appendix A, who are either Settling Performing Defendants, Settling *De Minimis* Defendants, or Settling *De Minimis* State Agencies.

"Settling *De Minimis* Defendants" shall mean those Parties identified in the Cost Matrix in Appendix C who have signed a signature page and, with the exception of W.R. Grace & Co., remitted payment in full to their steering committee representative prior to EPA's execution of this Consent Decree.

"Settling *De Minimis* Federal Agencies" shall mean those Parties identified in the Cost Matrix in Appendix D-2 and the Army Air Force Exchange Service.

"Settling *De Minimis* Parties" shall mean all Settling *De Minimis* Defendants, Settling *De Minimis* State Agencies, and Settling *De Minimis* Federal Agencies. The criteria for qualifying as a Settling *De Minimis* Party are set forth in Appendix K.

"Settling *De Minimis* State Agencies" shall mean those Parties identified in the Cost Matrix in Appendix E.

"Settling Federal Agencies" shall mean Settling *De Minimis* Federal Agencies and Settling Non-Performing Federal Agencies.

"Settling Non-Performing Federal Agencies" shall mean those Parties identified in Appendix D-1.

"Settling Performing Defendants" shall mean those Parties identified in Appendix B.

"Site" shall mean the Alternate Energy Resources, Inc. ("AER") Superfund Site, encompassing the AER Property and the areal extent of soil and groundwater contamination emanating from the AER Property, including the contaminated groundwater plume beneath and downgradient of the AER Property, depicted generally on the map attached as Appendix F.

"State" shall mean the State of Georgia.

"State Interim Response Costs" shall mean all costs, including direct and indirect costs, (a) paid by the State in connection with the Site between April 7, 2011, and the Effective Date, or (b) incurred prior to the Effective Date but paid after that date.

"State Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the State incurs in reviewing or developing plans, reports, and other deliverables submitted pursuant to this Consent Decree, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this Consent Decree, including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Sections VII (Remedy Review), IX (Access and Institutional Controls) (including, but not limited to, the cost of attorney time and any monies paid to secure access and/or to secure, implement, monitor, maintain, or enforce Institutional Controls including, but not limited to, the amount of just compensation), XV (Emergency Response), Paragraph 47 (Funding for Work Takeover), and Section XXXI (Community Relations). State Future Response Costs shall also include all State Interim Response Costs, and all Interest on those State Past Response Costs Settling Defendants have agreed to pay under this Consent Decree that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from April 7, 2011, to the Effective Date.

"State Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the State paid at or in connection with the Site through April 7, 2011, plus Interest on all such costs which has accrued pursuant to 42 U.S.C. § 9607(a) through such date.

"Statement of Work" or "SOW" shall mean the statement of work for implementation of the Remedial Design, Remedial Action, and O&M at the Site, as set forth in Appendix H to this Consent Decree and any modifications made in accordance with this Consent Decree.

"Supervising Contractor" shall mean the principal contractor retained by Settling Performing Defendants to supervise and direct the implementation of the Work under this Consent Decree.

"Transfer" shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

"United States" shall mean the United States of America and each department, agency and instrumentality of the United States, including EPA and the Settling Federal Agencies.

"Waste Material" shall mean (a) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and (c) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

"Work" shall mean all activities and obligations Settling Performing Defendants are required to perform under this Consent Decree, except the activities required under Section XXVII (Retention of Records).

V. GENERAL PROVISIONS

5. Objectives of the Parties. The objectives of the Parties in entering into this Consent Decree are to protect public health or welfare or the environment by the design and implementation of response actions at the Site by Settling Performing Defendants, to pay response costs of the Plaintiffs, and to resolve the claims of Plaintiffs against Settling Defendants and the claims of the Settling Defendants, which have been or could have been asserted against the United States, the State, or any other Settling Defendant, with regard to this Site as provided in this Consent Decree. The objectives of the Parties in entering into this Consent Decree also are to provide all Settling *De Minimis* Parties with contribution protection with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

6. Commitments by Settling Defendants and Settling Federal Agencies

(a) Settling Performing Defendants. Settling Performing Defendants shall finance and perform the Work in accordance with this Consent Decree, the ROD, the SOW, and all work plans and other plans, standards, specifications, and schedules set forth in this Consent Decree or developed by Settling Performing Defendants and approved by EPA pursuant to this Consent Decree. Settling Performing Defendants shall pay the United States and the State for Past Response Costs, State Past Response Costs, Future Response Costs, and State Future Response Costs as provided in this Consent Decree.

(b) The obligations of Settling Performing Defendants to finance and perform the Work, including obligations to pay amounts due under this Consent Decree, are joint and several. In the event of the insolvency of any Settling Performing Defendant or the failure by any

Settling Performing Defendant to implement any requirement of this Consent Decree, the remaining Settling Performing Defendants shall complete all such requirements.

(c) Settling Non-Performing Federal Agencies. The Settling Non-Performing Federal Agencies shall pay the Settling Performing Defendants in accordance with the terms of Paragraph 55, below, in order to resolve their obligations for the Work, Past Response Costs, State Past Response Costs, Future Response Costs, and State Future Response Costs at the Site, as well as recoverable costs under Section 107 of CERCLA, 42 U.S.C. § 9607, incurred by the Settling Performing Defendants prior to the Effective Date.

(d) Settling De Minimis Parties. Settling *De Minimis* Parties shall pay EPA the amount designated for each Settling *De Minimis* Party in accordance with the Cost Matrix and as provided in this Consent Decree. Settling *De Minimis* Defendants and Settling *De Minimis* Federal Agencies shall pay Settling Performing Defendants, and Settling *De Minimis* State Agencies shall pay the State, for their respective shares of State Past Response Costs in accordance with the Cost Matrix and as provided in this Consent Decree.

7. Compliance With Applicable Law. All activities undertaken by Settling Performing Defendants pursuant to this Consent Decree shall be performed in accordance with the requirements of all applicable federal and state laws and regulations. Settling Performing Defendants must also comply with all applicable or relevant and appropriate requirements of all federal and state environmental laws as set forth in the ROD and the SOW. The activities conducted pursuant to this Consent Decree, if approved by EPA, shall be deemed to be consistent with the NCP.

8. Permits.

(a) As provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and Section 300.400(e) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-Site (i.e., within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-Site requires a federal or state permit or approval, Settling Performing Defendants shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.

(b) Settling Performing Defendants may seek relief under the provisions of Section XIX (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval referenced in Paragraph 8(a) and required for the Work, provided that they have submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals.

(c) This Consent Decree is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

VI. PERFORMANCE OF THE WORK BY SETTLING PERFORMING DEFENDANTS

9. Selection of Supervising Contractor.

(a) All aspects of the Work to be performed by Settling Performing Defendants pursuant to Sections VI (Performance of the Work by Settling Performing Defendants), VII (Remedy Review), VIII (Quality Assurance, Sampling and Data Analysis), IX (Access and Institutional Controls), and XV (Emergency Response) shall be under the direction and supervision of the Supervising Contractor, the selection of which shall be subject to disapproval by EPA. No later than the lodging of this Consent Decree, Settling Performing

Defendants shall notify EPA and the State in writing of the name, title, and qualifications of any contractor proposed to be the Supervising Contractor. With respect to any contractor proposed to be Supervising Contractor, Settling Performing Defendants shall demonstrate that the proposed contractor has a quality assurance system that complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001, reissued May 2006) or equivalent documentation as determined by EPA. EPA will issue a notice of disapproval or an authorization to proceed regarding hiring of the proposed contractor. If at any time thereafter, Settling Performing Defendants propose to change a Supervising Contractor, Settling Performing Defendants shall give such notice to EPA and the State and must obtain an authorization to proceed from EPA, after a reasonable opportunity for review and comment by the State, before the new Supervising Contractor performs, directs, or supervises any Work under this Consent Decree.

(b) If EPA disapproves a proposed Supervising Contractor, EPA will notify Settling Performing Defendants in writing. Settling Performing Defendants shall submit to EPA and the State a list of contractors, including the qualifications of each contractor, that would be acceptable to them within 30 days of receipt of EPA's disapproval of the contractor previously proposed. EPA will provide written notice of the names of any contractor(s) that it disapproves and an authorization to proceed with respect to any of the other contractors. Settling Performing Defendants may select any contractor from that list that is not disapproved and shall notify EPA

and the State of the name of the contractor selected within 21 days of EPA's authorization to proceed.

(c) If EPA fails to provide written notice of its authorization to proceed or disapproval as provided in this Paragraph and this failure prevents Settling Performing Defendants from meeting one or more deadlines in a plan approved by EPA pursuant to this Consent Decree, Settling Performing Defendants may seek relief under Section XIX (Force Majeure).

10. Remedial Design.

(a) In accordance with the schedules established in Sections IV(A), IV(B), and IV(D) of the SOW, Settling Performing Defendants shall submit to EPA and the State a demolition work plan and soil and groundwater work plans for the design of the Remedial Action at the Site ("Remedial Design Work Plans" or "RD Work Plans"). The Remedial Design Work Plans shall provide for design of the remedy set forth in the ROD, in accordance with the SOW and for achievement of the Performance Standards and other requirements set forth in the ROD, this Consent Decree, and/or the SOW. The Remedial Design Work Plans and all other deliverables required as part of the Remedial Design, as set forth in the SOW, shall, upon approval by EPA, be incorporated into and enforceable under this Consent Decree.

(b) The soil component of the Remedial Design shall include, but not be limited to, all deliverables identified in Section IV(B) of the SOW.

(c) The groundwater component of the Remedial Design shall include, but not be limited to, all deliverables identified in Section IV(D) of the SOW.

(d) Upon approval of the Remedial Design Work Plans by EPA, after a reasonable opportunity for review and comment by the State, and submission of the Health and

Safety Plan for all field activities to EPA and the State, Settling Performing Defendants shall implement the Remedial Design Work Plans. Settling Performing Defendants shall submit to EPA and the State all plans, reports, and other deliverables required under the approved Remedial Design Work Plans in accordance with the approved schedule for review and approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Unless otherwise directed by EPA, Settling Performing Defendants shall not commence further Remedial Design activities at the Site prior to approval of the Remedial Design Work Plans.

11. Remedial Action.

(a) In accordance with the schedules established in Sections IV(C) and IV(E) of the SOW, Settling Performing Defendants shall submit to EPA and the State work plans for the performance of the soil and groundwater Remedial Action at the Site ("Remedial Action Work Plans"). The Remedial Action Work Plans shall provide for construction and implementation of the remedy set forth in the ROD and achievement of the Performance Standards, in accordance with this Consent Decree, the ROD, the SOW, and the design plans and specifications developed in accordance with the Remedial Design Work Plans and approved by EPA. The Remedial Action Work Plans and all other deliverables required as part of the Remedial Action shall, upon approval by EPA, be incorporated into and enforceable under this Consent Decree.

(b) The Soil component of the Remedial Action shall include, but not be limited to, all deliverables identified in Section IV(C) of the SOW.

(c) The Groundwater component of the Remedial Action shall include, but not be limited to, all deliverables identified in Section IV(E) of the SOW.

(d) Upon approval of the Remedial Action Work Plans by EPA, after a reasonable opportunity for review and comment by the State, Settling Performing Defendants shall implement the activities required under the Remedial Action Work Plans. Settling Performing Defendants shall submit to EPA and the State all reports and other deliverables required under the approved Remedial Action Work Plans in accordance with the approved schedule for review and approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Unless otherwise directed by EPA, Settling Performing Defendants shall not commence physical Remedial Action activities at the Site prior to approval of the Remedial Action Work Plans.

12. Settling Performing Defendants shall continue to implement the Remedial Action until the Performance Standards are achieved. Settling Performing Defendants shall implement O&M for so long thereafter as is required by this Consent Decree.

13. Modification of SOW or Related Work Plans.

(a) If EPA determines that it is necessary to modify the work specified in the SOW and/or in work plans developed pursuant to the SOW to achieve and maintain the Performance Standards or to carry out and maintain the effectiveness of the remedy set forth in the ROD, and such modification is consistent with the scope of the remedy set forth in the ROD, then EPA may require that such modification be incorporated in the SOW and/or such work plans, or EPA may issue such modification in writing and shall notify Settling Performing Defendants of such modification. For the purposes of this Paragraph and Paragraphs 49 (Completion of the Remedial Action) and 50 (Completion of the Work) only, the "scope of the remedy set forth in the ROD" includes remediating, to Performance Standards, all soil, sediment, and groundwater contamination related to the Site, including contamination that is identified on

or beyond the AER Property boundary, following the sampling that will be conducted by the Settling Performing Defendants in accordance with the ROD and the SOW. If Settling Performing Defendants object to the modification they may, within 30 days after EPA's notification, seek dispute resolution under Paragraph 78 (Record Review).

(b) The SOW and/or related work plans shall be modified: (i) in accordance with the modification issued by EPA; or (ii) if Settling Performing Defendants invoke dispute resolution, in accordance with the final resolution of the dispute. The modification shall be incorporated into and enforceable under this Consent Decree, and Settling Performing Defendants shall implement all work required by such modification. Settling Performing Defendants shall incorporate the modification into the Remedial Design or Remedial Action Work Plan under Paragraphs 10 or 11, as appropriate.

(c) Settling Performing Defendants shall implement any work required by any modifications incorporated in the SOW and/or in the work plans developed pursuant to the SOW in accordance with this Paragraph.

(d) Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions as otherwise provided in this Consent Decree.

14. Nothing in this Consent Decree, the SOW, or the Remedial Design or Remedial Action Work Plans constitutes a warranty or representation of any kind by Plaintiffs that compliance with the work requirements set forth in the SOW and the Work Plans will achieve the Performance Standards.

15. Off-Site Shipment of Waste Material.

(a) Settling Performing Defendants may ship Waste Material from the Site to an off-Site facility only if they verify, prior to any shipment, that the off-Site facility is operating

in compliance with the requirements of Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440, by obtaining a determination from EPA that the proposed receiving facility is operating in compliance with 42 U.S.C. § 9621(d)(3) and 40 C.F.R. § 300.440.

(b) Settling Performing Defendants may ship Waste Material from the Site to an out-of-state waste management facility only if, prior to any shipment, they provide written notice to the appropriate state environmental official in the receiving facility's state and to the EPA Project Coordinator. This notice requirement shall not apply to any off-Site shipments when the total quantity of all such shipments will not exceed 10 cubic yards. The written notice shall include the following information, if available: (i) the name and location of the receiving facility; (ii) the type and quantity of Waste Material to be shipped; (iii) the schedule for the shipment; and (iv) the method of transportation. Settling Performing Defendants also shall notify the state environmental official referenced above and the EPA Project Coordinator of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Settling Performing Defendants shall provide the written notice after the award of the contract for Remedial Action construction and before the Waste Material is shipped.

VII. REMEDY REVIEW

16. Periodic Review. Settling Performing Defendants shall conduct any studies and investigations that EPA requests in order to permit EPA to conduct reviews of whether the Remedial Action is protective of human health and the environment at least every five years as required by Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), and any applicable regulations.

17. EPA Selection of Further Response Actions. If EPA determines, at any time, that the Remedial Action is not protective of human health and the environment, EPA may select

further response actions for the Site in accordance with the requirements of CERCLA and the NCP.

18. Opportunity To Comment. Settling Performing Defendants and, if required by Sections 113(k)(2) or 117 of CERCLA, 42 U.S.C. § 9613(k)(2) or 9617, the public, will be provided with an opportunity to comment on any further response actions proposed by EPA as a result of the review conducted pursuant to Section 121(c) of CERCLA and to submit written comments for the record during the comment period.

19. Settling Performing Defendants' Obligation To Perform Further Response Actions. If EPA selects further response actions for the Site, EPA may require Settling Performing Defendants to perform such further response actions, but only to the extent that the reopener conditions in Paragraph 95 or Paragraph 96 (United States' Pre- and Post-Certification Reservations) are satisfied. Settling Performing Defendants may invoke the procedures set forth in Section XX (Dispute Resolution) to dispute (a) EPA's determination that the reopener conditions of Paragraph 95 or Paragraph 96 of Section XXII (Covenants by Plaintiff) are satisfied, (b) EPA's determination that the Remedial Action is not protective of human health and the environment, or (c) EPA's selection of the further response actions. Disputes pertaining to whether the Remedial Action is protective or to EPA's selection of further response actions shall be resolved pursuant to Paragraph 78 (Record Review).

20. Submission of Plans. If Settling Performing Defendants are required to perform further response actions pursuant to Paragraph 19, they shall submit a plan for such response action to EPA for approval in accordance with the procedures of Section VI (Performance of the Work by Settling Performing Defendants). Settling Performing Defendants shall implement the approved plan in accordance with this Consent Decree.

VIII. QUALITY ASSURANCE, SAMPLING, AND DATA ANALYSIS

21. Quality Assurance.

(a) Settling Performing Defendants shall use quality assurance, quality control, and chain of custody procedures for all treatability, design, compliance and monitoring samples in accordance with "EPA Requirements for Quality Assurance Project Plans (QA/R5)" (EPA/240/B-01/003, March 2001, reissued May 2006), "Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/240/R-02/009, December 2002), and subsequent amendments to such guidelines upon notification by EPA to Settling Performing Defendants of such amendment. Amended guidelines shall apply only to procedures conducted after such notification.

(b) Prior to the commencement of any monitoring project under this Consent Decree, Settling Performing Defendants shall submit to EPA for approval, after a reasonable opportunity for review and comment by the State, a Quality Assurance Project Plan ("QAPP") that is consistent with the SOW, the NCP, and applicable guidance documents. If relevant to the proceeding, the Parties agree that validated sampling data generated in accordance with the QAPP(s) and reviewed and approved by EPA shall be admissible as evidence, without objection, in any proceeding under this Consent Decree. Settling Performing Defendants shall ensure that EPA and State personnel and their authorized representatives are allowed access at reasonable times to all laboratories utilized by Settling Performing Defendants in implementing this Consent Decree. In addition, Settling Performing Defendants shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring. Settling Performing Defendants shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to this Consent Decree perform all analyses according to accepted EPA methods. Accepted EPA methods consist of those methods that are documented in the "USEPA Contract

Laboratory Program Statement of Work for Inorganic Superfund Methods, ISM01.2," and the "USEPA Contract Laboratory Program Statement of Work for Organic Analysis, SOM01.2," and any amendments made thereto during the course of the implementation of this Decree; however, upon approval by EPA, after opportunity for review and comment by the State, Settling Performing Defendants may use other analytical methods which are as stringent as or more stringent than the CLP-approved methods. Settling Performing Defendants shall ensure that all laboratories they use for analysis of samples taken pursuant to this Consent Decree participate in an EPA or EPA-equivalent QA/QC program. Settling Performing Defendants shall use only laboratories that have a documented Quality System which complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001, reissued May 2006) or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP") as meeting the Quality System requirements. Settling Performing Defendants shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Consent Decree are conducted in accordance with the procedures set forth in the QAPP approved by EPA.

22. Upon request, Settling Performing Defendants shall allow split or duplicate samples to be taken by EPA and the State or their authorized representatives. Settling Performing Defendants shall notify EPA and the State not less than 28 days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA and the State shall have the right to take any additional samples that EPA or the State deem necessary. Upon request, EPA and the State shall allow Settling Performing Defendants to take split or duplicate samples of

any samples they take as part of Plaintiffs' oversight of Settling Performing Defendants' implementation of the Work.

23. Settling Performing Defendants shall submit to EPA and the State copies, via electronic media, of the results of all sampling and/or tests or other data obtained or generated by or on behalf of Settling Performing Defendants with respect to the Site and/or the implementation of this Consent Decree unless EPA agrees otherwise.

24. Notwithstanding any provision of this Consent Decree, the United States and the State retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

IX. ACCESS AND INSTITUTIONAL CONTROLS

25. If the Site, or any other real property where access or land/water use restrictions are needed, is owned or controlled by any of Settling Defendants:

(a) such Settling Defendants shall, commencing on the date of lodging of the Consent Decree, provide the United States, the State and the other Settling Performing Defendants, and their representatives, contractors, and subcontractors, with access at all reasonable times to the Site, or such other real property, to conduct any activity regarding the Consent Decree including, but not limited to, the following activities:

- (i) Monitoring the Work;
- (ii) Verifying any data or information submitted to the United States or the State;
- (iii) Conducting investigations regarding contamination at or near the Site;

- (iv) Obtaining samples;
 - (v) Assessing the need for, planning, or implementing additional response actions at or near the Site;
 - (vi) Assessing implementation of quality assurance and quality control practices as defined in the approved Quality Assurance Project Plans;
 - (vii) Implementing the Work pursuant to the conditions set forth in Paragraph 99 (Work Takeover);
 - (viii) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Performing Defendants or their agents, consistent with Section XXVI (Access to Information);
 - (ix) Assessing Settling Performing Defendants' compliance with the Consent Decree;
 - (x) Determining whether the Site or other real property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Consent Decree; and
 - (xi) Implementing, monitoring, maintaining, reporting on, and enforcing any Institutional Controls and the requirements of the ICIAP.
- (b) commencing on the date of lodging of the Consent Decree, such Settling Defendants shall not use the Site, or such other real property, in any manner that EPA determines will pose an unacceptable risk to human health or to the environment due to exposure to Waste Materials, or interfere with or adversely affect the implementation, integrity, or protectiveness of the Remedial Action. The restrictions shall include, but not be limited to: (i) limiting future Site

use to commercial, industrial, and/or recreational purposes; and (ii) preventing groundwater use at the Site; and

(c) such Settling Defendants shall:

(i) Execute and record in the appropriate land records office Proprietary Controls that: (1) grant a right of access to conduct any activity regarding the Consent Decree including, but not limited to, those activities listed in Paragraph 25(a), and (2) grant the right to enforce the land/water use restrictions set forth in Paragraph 25(b), including, but not limited to, the specific restrictions listed therein and any land/water use restrictions listed in the ICIAP, as further specified in Paragraph 25(c)(ii)-(iv).

(ii) The Proprietary Controls shall be granted to one or more of the following persons, as determined by EPA: (1) the United States, on behalf of EPA, and its representatives, (2) the State and its representatives, (3) the other Settling Defendants and their representatives, and/or (4) other appropriate grantees. The Proprietary Controls, other than those granted to the United States, shall include a designation that EPA (and/or the State as appropriate) is a "third-party beneficiary," allowing EPA to maintain the right to enforce the Proprietary Controls without acquiring an interest in real property. If any Proprietary Controls are granted to any Settling Defendants pursuant to this Paragraph 25(c)(ii)(3), then such Settling Defendants shall monitor, maintain, report on, and enforce such Proprietary Controls.

(iii) In accordance with the schedule set forth in the ICIAP, submit to EPA for review and approval regarding such real property: (1) a draft Proprietary Control, in substantially the form attached hereto as Appendix J, that is enforceable under state law; and (2) except with respect to Settling *De Minimis* State Agencies, a current title insurance

commitment or other evidence of title acceptable to EPA, which shows title to the land affected by the Proprietary Control to be free and clear of all prior liens and encumbrances (except when EPA waives the release or subordination of such prior liens or encumbrances or when, despite best efforts, Settling Performing Defendants are unable to obtain release or subordination of such prior liens or encumbrances).

(iv) within 15 days of EPA's approval and acceptance of the Proprietary Control and the title evidence, update the title search and, if it is determined that nothing has occurred since the effective date of the commitment, or other title evidence, to affect the title adversely, record the Proprietary Control with the appropriate land records office. Within 30 days of recording the Proprietary Control, such Settling Defendants shall provide EPA with a final title insurance policy, or other final evidence of title acceptable to EPA, and a certified copy of the original recorded Proprietary Control showing the clerk's recording stamps. If the Proprietary Control is to be conveyed to the United States, the Proprietary Control and title evidence (including final title evidence) shall be prepared in accordance with the U.S. Department of Justice Title Standards 2001, and approval of the sufficiency of title shall be obtained as required by 40 U.S.C. § 3111.

26. If the Site, or any other real property where access and/or land/water use restrictions are needed, is owned or controlled by persons other than any Settling Defendant, Settling Performing Defendants shall use best efforts to secure from such persons:

(a) an agreement to provide access thereto for the United States, the State and Settling Performing Defendants, and their representatives, contractors and subcontractors, to conduct any activity regarding the Consent Decree including, but not limited to, the activities listed in Paragraph 25(a);

(b) an agreement, enforceable by Settling Performing Defendants and the United States, to refrain from using the Site, or such other real property, in any manner that EPA determines will pose an unacceptable risk to human health or to the environment due to exposure to Waste Materials or interfere with or adversely affect the implementation, integrity, or protectiveness of the Remedial Action. The agreement shall include, but not be limited to, the land/water use restrictions listed in Paragraph 25(b); and

(c) (i) The execution and recordation in the appropriate land records office of Proprietary Controls, that (1) grant a right of access to conduct any activity regarding the Consent Decree including, but not limited to, those activities listed in Paragraph 25(a), and (2) grant the right to enforce the land/water use restrictions set forth in Paragraph 25(b), including, but not limited to, the specific restrictions listed therein and any land/water use restrictions listed in the ICIAP.

(ii) The Proprietary Controls shall be granted to one or more of the following persons, as determined by EPA: (1) the United States, on behalf of EPA, and its representatives, (2) the State and its representatives, (3) Settling Performing Defendants and their representatives, and/or (4) other appropriate grantees. The Proprietary Controls, other than those granted to the United States, shall include a designation that EPA (and/or the State as appropriate) is a "third party beneficiary," allowing EPA to maintain the right to enforce the Proprietary Control without acquiring an interest in real property. If any Proprietary Controls are granted to any Settling Performing Defendants pursuant to this Paragraph 26(c)(ii)(3), then such Settling Performing Defendants shall monitor, maintain, report on, and enforce such Proprietary Controls.

(iii) In accordance with the schedule set forth in the ICIAP, Settling Performing Defendants shall submit to EPA for review and approval regarding such property: (1) a draft Proprietary Control, in substantially the form attached hereto as Appendix J, that is enforceable under state law; and (2) a current title insurance commitment, or other evidence of title acceptable to EPA, which shows title to the land affected by the Proprietary Control to be free and clear of all prior liens and encumbrances (except when EPA waives the release or subordination of such prior liens or encumbrances or when, despite best efforts, Settling Performing Defendants are unable to obtain release or subordination of such prior liens or encumbrances).

(iv) Within 15 days of EPA's approval and acceptance of the Proprietary Control and the title evidence, Settling Performing Defendants shall update the title search and, if it is determined that nothing has occurred since the effective date of the commitment, or other title evidence, to affect the title adversely, the Proprietary Control shall be recorded with the appropriate land records office. Within 30 days of the recording of the Proprietary Control, Settling Performing Defendants shall provide EPA with a final title insurance policy, or other final evidence of title acceptable to EPA, and a certified copy of the original recorded Proprietary Control showing the clerk's recording stamps. If the Proprietary Control is to be conveyed to the United States, the Proprietary Control and title evidence (including final title evidence) shall be prepared in accordance with the U.S. Department of Justice Title Standards 2001, and approval of the sufficiency of title must be obtained as required by 40 U.S.C. § 3111.

27. For purposes of Paragraphs 25 and 26, "best efforts" includes the payment of reasonable sums of money to obtain access, an agreement to restrict land/water use, a Proprietary

Control, and/or an agreement to release or subordinate a prior lien or encumbrance. If, within 30 days of the Effective Date, Settling Performing Defendants have not obtained agreements to provide access as required by Paragraph 26(a), Settling Performing Defendants shall promptly notify the United States in writing, and shall include in that notification a summary of the steps that Settling Performing Defendants have taken to attempt to comply with Paragraph 26. If, in accordance with the schedule set forth in or established by the SOW, Settling Performing Defendants have not: a) obtained agreements to restrict land/water use or record Proprietary Controls, as required by Paragraph 26(b) or 26(c); or b) obtained, pursuant to Paragraph 25(c)(i) or 26(c)(i), agreement from the holders of prior liens or encumbrances to release or subordinate such liens or encumbrances to the Proprietary Controls, Settling Performing Defendants shall promptly notify the United States in writing, and shall include in that notification a summary of the steps that Settling Performing Defendants have taken to attempt to comply with Paragraph 25 or 26. The United States may, as it deems appropriate, assist Settling Performing Defendants in obtaining access, agreements to restrict land/water use, Proprietary Controls, or the release or subordination of a prior lien or encumbrance. Settling Performing Defendants shall reimburse the United States under Section XVI (Payments for Response Costs), for all costs incurred, direct or indirect, by the United States in obtaining such access, agreements to restrict land/water use, Proprietary Controls, and/or the release/subordination of prior liens or encumbrances including, but not limited to, the cost of attorney time and the amount of monetary consideration paid or just compensation.

28. If EPA determines that Institutional Controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls are needed, Settling Performing Defendants shall cooperate with EPA's and the State's efforts to secure and ensure compliance with such governmental controls.

29. Notwithstanding any provision of the Consent Decree, the United States and the State retain all of their access authorities and rights, as well as all of their rights to require Institutional Controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

X. REPORTING REQUIREMENTS

30. In addition to any other requirement of this Consent Decree, Settling Performing Defendants shall submit to EPA and the State, by electronic mail, monthly progress reports that:

- (a) describe the actions which have been taken toward achieving compliance with this Consent Decree during the previous month;
- (b) include a summary of all results of sampling and tests and all other data received or generated by Settling Performing Defendants or their contractors or agents in the previous month;
- (c) identify all plans, reports, and other deliverables required by this Consent Decree completed and submitted during the previous month;
- (d) describe all actions, including, but not limited to, data collection and implementation of work plans, which are scheduled for the next six weeks and provide other information relating to the progress of construction, including, but not limited to, critical path diagrams, Gantt charts or Pert charts;
- (e) include information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays;
- (f) include any modifications to the work plans or other schedules that Settling Performing Defendants have proposed to EPA or that have been approved by EPA; and
- (g) describe all activities undertaken in support of the Community Relations Plan during the previous month and those to be undertaken in the next six weeks.

Settling Performing Defendants shall submit these progress reports to EPA and the State by the tenth day of every month following the Effective Date of this Consent Decree until EPA

notifies Settling Performing Defendants pursuant to Paragraph 50(b) of Section XIV (Certification of Completion). If requested by EPA or the State, Settling Performing Defendants shall also provide briefings for EPA and the State to discuss the progress of the Work.

31. Settling Performing Defendants shall notify EPA of any change in the schedule described in the monthly progress report for the performance of any activity, including, but not limited to, data collection and implementation of work plans, no later than seven days prior to the performance of the activity.

32. Upon the occurrence of any event during performance of the Work that Settling Performing Defendants are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act ("EPCRA"), 42 U.S.C. § 11004, Settling Performing Defendants shall, within 24 hours of the knowledge of such event, orally notify the EPA Project Coordinator or the Alternate EPA Project Coordinator (in the event of the unavailability of the EPA Project Coordinator), or, in the event that neither the EPA Project Coordinator nor Alternate EPA Project Coordinator is available, the Emergency Response and Removal Branch, Region 4, United States Environmental Protection Agency. These reporting requirements are in addition to the reporting required by CERCLA Section 103 or EPCRA Section 304.

33. Within 20 days of the knowledge of such an event, Settling Performing Defendants shall furnish to EPA and the State a written report, signed by Settling Performing Defendants' Project Coordinator, setting forth the events that occurred and the measures taken, and to be taken, in response thereto. Within 30 days of the conclusion of such an event, Settling Performing Defendants shall submit a report setting forth all actions taken in response thereto.

34. Settling Performing Defendants shall submit five (5) written copies of all plans, reports, data, and other deliverables required by the SOW, the Remedial Design Work Plans, the Remedial Action Work Plans, or any other approved plans to EPA in accordance with the schedules set forth in such plans. Settling Performing Defendants shall simultaneously submit two (2) written copies of all such plans, reports, data, and other deliverables to the State. Upon request by EPA or the State, Settling Performing Defendants shall submit in electronic form all or any portion of any deliverables Settling Performing Defendants are required to submit pursuant to the provisions of this Consent Decree.

35. All deliverables submitted by Settling Performing Defendants to EPA which purport to document Settling Performing Defendants' compliance with the terms of this Consent Decree shall be signed by an authorized representative of Settling Performing Defendants.

XI. EPA APPROVAL OF PLANS, REPORTS, AND OTHER DELIVERABLES

36. Initial Submissions.

(a) After review of any plan, report, or other deliverable that is required to be submitted for approval pursuant to this Consent Decree, EPA, after reasonable opportunity for review and comment by the State, shall: (i) approve, in whole or in part, the submission; (ii) approve the submission upon specified conditions; (iii) disapprove, in whole or in part, the submission; or (iv) any combination of the foregoing.

(b) EPA also may modify the initial submission to cure deficiencies in the submission if: (i) EPA determines that disapproving the submission and awaiting a resubmission would cause substantial disruption to the Work; or (ii) previous submission(s) have been disapproved due to material defects and the deficiencies in the initial submission under consideration indicate a bad faith lack of effort to submit an acceptable plan, report, or deliverable.

37. Resubmissions. Upon receipt of a notice of disapproval under Paragraph 36(a)(iii) or (iv), or if required by a notice of approval upon specified conditions under Paragraph 36(a)(ii), Settling Performing Defendants shall, within 30 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other deliverable for approval. After review of the resubmitted plan, report, or other deliverable, EPA may: (a) approve, in whole or in part, the resubmission; (b) approve the resubmission upon specified conditions; (c) modify the resubmission; (d) disapprove, in whole or in part, the resubmission, requiring Settling Performing Defendants to correct the deficiencies; or (e) any combination of the foregoing.

38. Material Defects. If an initially submitted or resubmitted plan, report, or other deliverable contains a material defect, and the plan, report, or other deliverable is disapproved or modified by EPA under Paragraph 36(b)(ii) or 37 due to such material defect, then the material defect shall constitute a lack of compliance for purposes of Paragraph 82. The provisions of Section XX (Dispute Resolution) and Section XXI (Stipulated Penalties) shall govern the accrual and payment of any stipulated penalties regarding Settling Performing Defendants' submissions under this Section.

39. Implementation. Upon approval, approval upon conditions, or modification by EPA under Paragraph 36 or 37, of any plan, report, or other deliverable, or any portion thereof: (a) such plan, report, or other deliverable, or portion thereof, shall be incorporated into and enforceable under this Consent Decree; and (b) Settling Performing Defendants shall take any action required by such plan, report, or other deliverable, or portion thereof, subject only to their right to invoke the Dispute Resolution procedures set forth in Section XX (Dispute Resolution) with respect to the modifications or conditions made by EPA. The implementation of any non-deficient portion of a plan, report, or other deliverable submitted or resubmitted under Paragraph 36 or 37 shall not

relieve Settling Performing Defendants of any liability for stipulated penalties under Section XXI (Stipulated Penalties).

XII. PROJECT COORDINATORS

40. Within 20 days of lodging this Consent Decree, Settling Performing Defendants, the State and EPA will notify each other, in writing, of the name, address, and telephone number of their respective designated Project Coordinators and Alternate Project Coordinators. If a Project Coordinator or Alternate Project Coordinator initially designated is changed, the identity of the successor will be given to the other parties at least five working days before the change occurs, unless impracticable, but in no event later than the actual day the change is made. Settling Performing Defendants' Project Coordinator shall be subject to disapproval by EPA and shall have the technical expertise sufficient to adequately oversee all aspects of the Work. Settling Performing Defendants' Project Coordinator shall not be an attorney for any Settling Performing Defendant in this matter. He or she may assign other representatives, including other contractors, to serve as a Site representative for oversight of performance of daily operations during remedial activities.

41. Plaintiffs may designate other representatives, including, but not limited to, EPA and State employees, and federal and State contractors and consultants, to observe and monitor the progress of any activity undertaken pursuant to this Consent Decree. EPA's Project Coordinator and Alternate Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager (RPM) and an On-Scene Coordinator (OSC) by the NCP, 40 C.F.R. Part 300. EPA's Project Coordinator or Alternate Project Coordinator shall have authority, consistent with the NCP, to halt any Work required by this Consent Decree and to take any necessary response action when he or she determines that conditions at the Site constitute an emergency situation or may present an

immediate threat to public health or welfare or the environment due to release or threatened release of Waste Material.

42. EPA's Project Coordinator and Settling Performing Defendants' Project Coordinator will meet periodically, as determined by EPA, and these meetings, at the approval of EPA, may be held by telephone.

XIII. PERFORMANCE GUARANTEE

43. In order to ensure the full and final completion of the Work, Settling Performing Defendants shall establish and maintain a performance guarantee, initially in the amount of \$7,300,000.00, for the benefit of EPA (hereinafter "Estimated Cost of the Work"). The performance guarantee, which must be satisfactory in form and substance to EPA, shall be in the form of one or more of the following mechanisms (provided that, if Settling Performing Defendants intend to use multiple mechanisms, such multiple mechanisms shall be limited to surety bonds guaranteeing payment, letters of credit, trust funds, escrow accounts, and insurance policies):

(a) A surety bond unconditionally guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;

(b) One or more irrevocable letters of credit, payable to or at the direction of EPA, that is issued by one or more financial institution(s) (i) that has the authority to issue letters of credit and (ii) whose letter-of-credit operations are regulated and examined by a federal or state agency;

(c) A trust fund established for the benefit of EPA that is administered by a trustee (i) that has the authority to act as a trustee and (ii) whose trust operations are regulated and examined by a federal or state agency;

(d) A policy of insurance that (i) provides EPA with acceptable rights as a beneficiary thereof; and (ii) is issued by an insurance carrier (a) that has the authority to issue insurance policies in the applicable jurisdictions and (b) whose insurance operations are regulated and examined by a federal or state agency;

(e) A demonstration by one or more Settling Performing Defendants that each such Settling Performing Defendant meets the financial test criteria of 40 C.F.R. § 264.143(f) with respect to the Estimated Cost of the Work (plus the amount(s) of any other federal or any state environmental obligations financially assured through the use of a financial test or guarantee), provided that all other requirements of 40 C.F.R. § 264.143(f) are met to EPA's satisfaction;

(f) A written guarantee to fund or perform the Work executed in favor of EPA by one or more of the following: (i) a direct or indirect parent company of a Settling Performing Defendant, or (ii) a company that has a "substantial business relationship" (as defined in 40 C.F.R. § 264.141(h)) with at least one Settling Performing Defendant; provided, however, that any company providing such a guarantee must demonstrate to the satisfaction of EPA that it satisfies the financial test and reporting requirements for owners and operators set forth in subparagraphs (1) through (8) of 40 C.F.R. § 264.143(f) with respect to the Estimated Cost of the Work (plus the amount(s) of any other federal or any state environmental obligations financially assured through the use of a financial test or guarantee) that it proposes to guarantee hereunder; or

(g) An escrow account that provides EPA security and rights equivalent to those provided by a trust fund that meets the requirements of 40 C.F.R. § 264.151(a)(1) to finance the Work in accordance with this Consent Decree, the ROD, and the SOW. The escrow account

shall provide that the funds placed therein are specifically and irrevocably reserved for the Work. Settling Performing Defendants shall include in each written monthly progress report submitted pursuant to Section X of this Consent Decree (Reporting Requirements) a report on the status of payments out of the escrow account. At EPA's request, Settling Performing Defendants shall make available to EPA and the State any financial reports or other similar documents prepared by the escrow agent or other person responsible for approving payments out of the escrow account. Upon the issuance of the Certification of Completion of Work, pursuant to Paragraph 50, any funds remaining in the escrow account may be disbursed to Settling Performing Defendants.

44. Settling Performing Defendants have selected, and EPA has found satisfactory, as an initial performance guarantee, the combination of an escrow account funded by multiple Settling Performing Defendants pursuant to Paragraph 43(g), and individual Settling Performing Defendants' surety bonds, irrevocable letters of credit, and insurance policies pursuant to Paragraphs 43(a), (b), and (d), all in the forms attached hereto as Appendix I. The escrow account portion of this initial performance guarantee provided by Settling Performing Defendants pursuant to this Section may be disbursed to pay for the Work, while the surety bonds, irrevocable letters of credit, and insurance policies may be reduced in accordance with Paragraph 48 as the work is performed. Within 10 days after the Effective Date, Settling Performing Defendants shall execute or otherwise finalize all instruments or other documents required in order to make the selected performance guarantees legally binding in a form substantially identical to the documents attached as Appendix I, and such performance guarantees shall thereupon be fully effective. Within 30 days of the Effective Date, Settling Performing Defendants shall submit copies of all executed and/or otherwise finalized instruments or other documents required in order to make the selected performance guarantee(s) legally binding to the EPA Regional Financial Management Officer in

accordance with Section XXVIII (Notices and Submissions), with a copy to the United States and EPA, and the State as specified in Section XXVIII (Notices and Submissions).

45. If, at any time after the Effective Date and before issuance of the Certification of Completion of the Work pursuant to Paragraph 50, Settling Performing Defendants provide a performance guarantee for completion of the Work by means of a demonstration or guarantee pursuant to Paragraph 43(e) or 43(f), the relevant Settling Performing Defendants shall also comply with the other relevant requirements of 40 C.F.R. § 264.143(f) relating to these mechanisms unless otherwise provided in this Consent Decree, including but not limited to: (a) the initial submission of required financial reports and statements from the relevant entity's chief financial officer ("CFO") and independent certified public accountant ("CPA"), in the form prescribed by EPA in its financial test sample CFO letters and CPA reports available at: <http://www.epa.gov/compliance/resources/policies/cleanup/superfund/fa-test-samples.pdf>; (b) the annual re-submission of such reports and statements within 90 days after the close of each such entity's fiscal year; and (c) the prompt notification of EPA after each such entity determines that it no longer satisfies the financial test requirements set forth at 40 C.F.R. § 264.143(f)(1) and in any event within 90 days after the close of any fiscal year in which such entity no longer satisfies such financial test requirements. For purposes of the performance guarantee mechanisms specified in this Section XIII, references in 40 C.F.R. Part 264, Subpart H, to "closure," "post-closure," and "plugging and abandonment" shall be deemed to include the Work; the terms "current closure cost estimate," "current post-closure cost estimate," and "current plugging and abandonment cost estimate" shall be deemed to include the Estimated Cost of the Work; the terms "owner" and "operator" shall be deemed to refer to each Settling Performing Defendant making a demonstration under Paragraph 43(e); and the terms "facility" and "hazardous waste facility" shall be deemed to include the Site.

46. In the event that EPA determines at any time that a performance guarantee provided by any Settling Performing Defendant pursuant to this Section is inadequate or otherwise no longer satisfies the requirements set forth in this Section, whether due to an increase in the estimated cost of completing the Work or for any other reason, or in the event that any Settling Performing Defendant becomes aware of information indicating that a performance guarantee provided pursuant to this Section is inadequate or otherwise no longer satisfies the requirements set forth in this Section, whether due to an increase in the estimated cost of completing the Work or for any other reason, Settling Performing Defendants, within 30 days of receipt of notice of EPA's determination or, as the case may be, within 30 days of any Settling Performing Defendant becoming aware of such information, shall obtain and present to EPA for approval a proposal for a revised or alternative form of performance guarantee listed in Paragraph 43 that satisfies all requirements set forth in this Section XIII; provided, however, that if any Settling Performing Defendant cannot obtain such revised or alternative form of performance guarantee within such 30-day period, and provided further that the Settling Performing Defendant shall have commenced to obtain such revised or alternative form of performance guarantee within such 30-day period, and thereafter diligently proceeds to obtain the same, EPA shall extend such period for such time as is reasonably necessary for the Settling Performing Defendant in the exercise of due diligence to obtain such revised or alternative form of performance guarantee, such additional period not to exceed 30 days. In seeking approval for a revised or alternative form of performance guarantee, Settling Performing Defendants shall follow the procedures set forth in Paragraph 48(b)(i). Settling Performing Defendants' inability to post a performance guarantee for completion of the Work shall in no way excuse performance of any other requirements of this Consent Decree, including, without limitation, the obligation of Settling Performing Defendants to complete the Work in strict accordance with the terms of this Consent Decree.

47. Funding for Work Takeover. The commencement of any Work Takeover pursuant to Paragraph 99 shall trigger EPA's right to receive the benefit of any performance guarantee(s) provided pursuant to Paragraphs 43(a), 43(b), 43(c), 43(d), 43(f), or 43(g), and at such time EPA shall have immediate access to resources guaranteed under any such performance guarantee(s), whether in cash or in kind, as needed to continue and complete the Work assumed by EPA under the Work Takeover. Upon the commencement of any Work Takeover, if (a) for any reason EPA is unable to promptly secure the resources guaranteed under any such performance guarantee(s), whether in cash or in kind, necessary to continue and complete the Work assumed by EPA under the Work Takeover, or (b) in the event that the performance guarantee involves a demonstration of satisfaction of the financial test criteria pursuant to Paragraph 43(e) or Paragraph 43(f)(ii), Settling Performing Defendants (or in the case of Paragraph 43(f)(ii), the guarantor) shall immediately upon written demand from EPA deposit into a special account within the EPA Hazardous Substance Superfund or such other account as EPA may specify, in immediately available funds and without setoff, counterclaim, or condition of any kind, a cash amount up to but not exceeding the estimated cost of completing the Work as of such date, as determined by EPA. In addition, if at any time EPA is notified by the issuer of a performance guarantee that such issuer intends to cancel the performance guarantee mechanism it has issued, then, unless Settling Performing Defendants provide a substitute performance guarantee mechanism in accordance with this Section XIII no later than 30 days prior to the impending cancellation date, EPA shall be entitled (as of and after the date that is 30 days prior to the impending cancellation) to draw fully on the funds guaranteed under the then-existing performance guarantee. All EPA Work Takeover costs not reimbursed under this Paragraph shall be reimbursed under Section XVI (Payments for Response Costs).

48. Modification of Amount and/or Form of Performance Guarantee.

(a) Reduction of Amount of Performance Guarantee. If Settling Performing Defendants believe that the estimated cost of completing the Work has diminished below the amount set forth in Paragraph 43, Settling Performing Defendants may, on any anniversary of the Effective Date, or at any other time agreed to by the Parties, petition EPA in writing to request a reduction in the amount of the performance guarantee provided pursuant to this Section so that the amount of the performance guarantee is equal to the estimated cost of completing the Work. Settling Performing Defendants shall submit a written proposal for such reduction to EPA that shall specify, at a minimum, the estimated cost of completing the Work and the basis upon which such cost was calculated. In seeking approval for a reduction in the amount of the performance guarantee, Settling Performing Defendants shall follow the procedures set forth in Paragraph 48(b)(ii) for requesting a revised or alternative form of performance guarantee, except as specifically provided in this Paragraph 48(a). If EPA decides to accept Settling Performing Defendants' proposal for a reduction in the amount of the performance guarantee, either to the amount set forth in Settling Performing Defendants' written proposal or to some other amount as selected by EPA, EPA will notify the petitioning Settling Performing Defendants of such decision in writing. Upon EPA's acceptance of a reduction in the amount of the performance guarantee, the Estimated Cost of the Work shall be deemed to be the estimated cost of completing the Work set forth in EPA's written decision. After receiving EPA's written decision, Settling Performing Defendants may reduce the amount of the performance guarantee in accordance with and to the extent permitted by such written acceptance and shall submit copies of all executed and/or otherwise finalized instruments or other documents required in order to make the selected performance guarantee(s) legally binding in accordance with Paragraph 48(b)(ii). In the event of a dispute, Settling Performing Defendants may reduce the amount of the performance guarantee

required hereunder only in accordance with a final administrative or judicial decision resolving such dispute pursuant to Section XX (Dispute Resolution). No change to the form or terms of any performance guarantee provided under this Section, other than a reduction in amount, is authorized except as provided in Paragraphs 46 or 48(b).

(b) Change of Form of Performance Guarantee.

(i) If, after the Effective Date, Settling Performing Defendants desire to change the form or terms of any performance guarantee(s) provided pursuant to this Section, Settling Performing Defendants may, on any anniversary of the Effective Date, or at any other time agreed to by the Parties, petition EPA in writing to request a change in the form or terms of the performance guarantee provided hereunder. The submission of such proposed revised or alternative performance guarantee shall be as provided in Paragraph 48(b)(ii). Any decision made by EPA on a petition submitted under this Paragraph shall be made in EPA's sole and unreviewable discretion, and such decision shall not be subject to challenge by Settling Performing Defendants pursuant to the dispute resolution provisions of this Consent Decree or in any other forum.

(ii) Settling Performing Defendants shall submit a written proposal for a revised or alternative performance guarantee to EPA which shall specify, at a minimum, the estimated cost of completing the Work, the basis upon which such cost was calculated, and the proposed revised performance guarantee, including all proposed instruments or other documents required in order to make the proposed performance guarantee legally binding. The proposed revised or alternative performance guarantee must satisfy all requirements set forth or incorporated by reference in this Section. Settling Performing Defendants shall submit such proposed revised or alternative performance guarantee to the EPA Regional Financial Management Officer in accordance with Section XXVIII (Notices and

Submissions). EPA will notify Settling Performing Defendants in writing of its decision to accept or reject a revised or alternative performance guarantee submitted pursuant to this Paragraph. Within 10 days after receiving a written decision approving the proposed revised or alternative performance guarantee, Settling Performing Defendants shall execute and/or otherwise finalize all instruments or other documents required in order to make the selected performance guarantee(s) legally binding in a form substantially identical to the documents submitted to EPA as part of the proposal, and such performance guarantee(s) shall thereupon be fully effective. Settling Performing Defendants shall submit copies of all executed and/or otherwise finalized instruments or other documents required in order to make the selected performance guarantee(s) legally binding to the EPA Regional Financial Management Officer within 30 days of receiving a written decision approving the proposed revised or alternative performance guarantee in accordance with Section XXVIII (Notices and Submissions), with a copy to the United States and EPA and the State as specified in Section XXVIII.

(c) Release of Performance Guarantee. Settling Performing Defendants shall not release, cancel, or discontinue any performance guarantee provided pursuant to this Section except as provided in this Paragraph. If Settling Performing Defendants receive written notice from EPA in accordance with Paragraph 50 that the Work has been fully and finally completed in accordance with the terms of this Consent Decree, or if EPA otherwise so notifies Settling Performing Defendants in writing, Settling Performing Defendants may thereafter release, cancel, or discontinue the performance guarantee(s) provided pursuant to this Section. In the event of a dispute, Settling Performing Defendants may release, cancel, or discontinue the performance

guarantee(s) required hereunder only in accordance with a final administrative or judicial decision resolving such dispute pursuant to Section XX (Dispute Resolution).

XIV. CERTIFICATION OF COMPLETION

49. Completion of the Remedial Action.

(a) Within 90 days after Settling Performing Defendants conclude that both the soil and groundwater components of the Remedial Action has been fully performed and the Performance Standards have been achieved, Settling Performing Defendants shall schedule and conduct a pre-certification inspection to be attended by Settling Performing Defendants, EPA, and the State. If, after the pre-certification inspection, Settling Performing Defendants still believe that the Remedial Action has been fully performed and the Performance Standards have been achieved, they shall submit a written report requesting certification to EPA for approval, with a copy to the State, pursuant to Section XI (EPA Approval of Plans and Other Submissions) within 30 days of the inspection. In the report, a registered professional engineer and Settling Performing Defendants' Project Coordinator shall state that the Remedial Action has been completed in full satisfaction of the requirements of this Consent Decree. The written report shall include as-built drawings signed and stamped by a professional engineer. The report shall contain the following statement, signed by a responsible corporate official of a Settling Performing Defendant or Settling Performing Defendants' Project Coordinator:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and

belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

If, after completion of the pre-certification inspection and receipt and review of the written report, EPA, after reasonable opportunity for review and comment by the State, determines that the Remedial Action or any portion thereof has not been completed in accordance with this Consent Decree or that the Performance Standards have not been achieved, EPA will notify Settling Performing Defendants in writing of the activities that must be undertaken by Settling Performing Defendants pursuant to this Consent Decree to complete the Remedial Action and achieve the Performance Standards, provided, however, that EPA may only require Settling Performing Defendants to perform such activities pursuant to this Paragraph to the extent that such activities are consistent with the "scope of the remedy set forth in the ROD," as that term is defined in Paragraph 13(a). EPA will set forth in the notice a schedule for performance of such activities consistent with the Consent Decree and the SOW or require Settling Performing Defendants to submit a schedule to EPA for approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Settling Performing Defendants shall perform all activities described in the notice in accordance with the specifications and schedules established pursuant to this Paragraph, subject to their right to invoke the dispute resolution procedures set forth in Section XX (Dispute Resolution).

(b) If EPA concludes, based on the initial or any subsequent report requesting Certification of Completion of the Remedial Action and after a reasonable opportunity for review and comment by the State, that the Remedial Action has been performed in accordance with this Consent Decree and that the Performance Standards have been achieved, EPA will so certify in

writing to Settling Performing Defendants. This certification shall constitute the Certification of Completion of the Remedial Action for purposes of this Consent Decree, including, but not limited to, Section XXII (Covenants by Plaintiffs). Certification of Completion of the Remedial Action shall not affect Settling Performing Defendants' remaining obligations under this Consent Decree.

50. Completion of the Work.

(a) Within 90 days after Settling Performing Defendants conclude that all phases of the Work, other than any remaining activities required under Section VII (Remedy Review), have been fully performed, Settling Performing Defendants shall schedule and conduct a pre-certification inspection to be attended by Settling Performing Defendants, EPA, and the State. If, after the pre-certification inspection, Settling Performing Defendants still believe that the Work has been fully performed, Settling Performing Defendants shall submit a written report by a registered professional engineer stating that the Work has been completed in full satisfaction of the requirements of this Consent Decree. The report shall contain the statement set forth in Paragraph 49(a), signed by a responsible corporate official of a Settling Performing Defendant or Settling Performing Defendants' Project Coordinator. If, after review of the written report, EPA, after reasonable opportunity for review and comment by the State, determines that any portion of the Work has not been completed in accordance with this Consent Decree, EPA will notify Settling Performing Defendants in writing of the activities that must be undertaken by Settling Performing Defendants pursuant to this Consent Decree to complete the Work, provided, however, that EPA may only require Settling Performing Defendants to perform such activities pursuant to this Paragraph to the extent that such activities are consistent with the "scope of the remedy set forth in the ROD," as that term is defined in Paragraph 13(a). EPA will set forth in the notice a schedule for performance of such activities consistent with the Consent Decree and the SOW or require

Settling Performing Defendants to submit a schedule to EPA for approval pursuant to Section XI (EPA Approval of Plans and Other Submissions). Settling Performing Defendants shall perform all activities described in the notice in accordance with the specifications and schedules established therein, subject to their right to invoke the dispute resolution procedures set forth in Section XX (Dispute Resolution).

(b) If EPA concludes, based on the initial or any subsequent request for Certification of Completion of the Work by Settling Performing Defendants and after a reasonable opportunity for review and comment by the State, that the Work has been performed in accordance with this Consent Decree, EPA will so notify Settling Performing Defendants in writing.

XV. EMERGENCY RESPONSE

51. If any action or occurrence during the performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Performing Defendants shall, subject to Paragraph 52, immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall immediately notify EPA's Project Coordinator, or, if the Project Coordinator is unavailable, EPA's Alternate Project Coordinator. If neither of these persons is available, Settling Performing Defendants shall notify the EPA Emergency Response Unit, Region 4. Settling Performing Defendants shall take such actions in consultation with EPA's Project Coordinator or other available authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plans, the Contingency Plans, and any other applicable plans or documents developed pursuant to the SOW. In the event that Settling Performing Defendants fail to take appropriate response action as required by this Section, and EPA, or, as appropriate, the State, takes such action instead, Settling Performing Defendants

shall reimburse EPA and the State for all costs of the response action under Section XVI (Payments for Response Costs).

52. Subject to Section XXII (Covenants by Plaintiffs), nothing in the preceding Paragraph or in this Consent Decree shall be deemed to limit any authority of the United States, or the State, (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or (b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site.

XVI. PAYMENTS FOR RESPONSE COSTS

53. Payment of Past Response Costs and State Past Response Costs by Settling Performing Defendants.

(a) Payment to EPA for Past Response Costs. Settling Performing Defendants shall have no obligation to pay to the United States any additional Past Response Costs.

(b) Payment to the State for State Past Response Costs. Within 30 days of the Effective Date, Settling Performing Defendants shall pay to the State \$576,011.71, in accordance with instructions provided by the State.

54. Payment of Future Response Costs and State Future Response Costs by Settling Performing Defendants.

(a) Payment to EPA. Settling Performing Defendants shall pay to EPA all Future Response Costs not inconsistent with the NCP. Settling Performing Defendants shall have a credit in the amount of \$264,436.92 that shall be applied toward payment of Future Oversight Costs. On a periodic basis, EPA will send Settling Performing Defendants a bill requiring payment

that includes a Superfund Cost Recovery Package Imaging and On-Line System ("SCORPIOS") Report and a U.S. Department of Justice ("DOJ") case cost summary. Settling Performing Defendants shall make all payments within 30 days of Settling Performing Defendants' receipt of each bill requiring payment, except as otherwise provided in Paragraph 59, in accordance with Paragraphs 58(b) and 58(c) (Payment Instructions). The total amount to be paid by Settling Performing Defendants pursuant to Paragraph 54(a) shall be deposited by EPA in the AER Special Account.

(b) Payment to the State. Settling Performing Defendants shall pay to the State all State Future Response Costs not inconsistent with the NCP in accordance with instructions provided by the State.

55. Payments by Settling Federal Agencies.

(a) Payment to EPA. As soon as reasonably practicable after the Effective Date, the United States Postal Service, the Army Air Force Exchange Service, and the United States, on behalf of Settling *De Minimis* Federal Agencies other than the United States Postal Service and the Army Air Force Exchange Service, shall pay to EPA the amounts specified in Appendix D-2, and the Army Air Force Exchange Service shall pay to EPA \$783.66, \$109.14 of which is attributable to Past Response Costs, and \$674.52 of which is attributable to Future Response Costs. Of the total amount to be paid on behalf of Settling *De Minimis* Federal Agencies pursuant to this Paragraph, the amounts attributable to Past Response Costs shall be deposited by EPA in the EPA Hazardous Substance Superfund and the amounts attributable to Future Response Costs shall be deposited by EPA in the AER Special Account.

(b) Payment for State Past Response Costs. As soon as reasonably practicable after the Effective Date, the United States Postal Service, the Army Air Force Exchange Service,

and the United States, on behalf of Settling *De Minimis* Federal Agencies other than the United States Postal Service and the Army Air Force Exchange Service, shall pay to Settling Performing Defendants the amounts specified in Appendix D-2, and the Army Air Force Exchange Service shall pay to Settling Performing Defendants \$24.27, for State Past Response Costs in accordance with instructions provided by Settling Performing Defendants.

(c) Payment by Settling Non-Performing Federal Agencies to Settling Performing Defendants for Past Costs. The United States, on behalf of the Settling Non-Performing Federal Agencies, shall pay \$52,904.86 to the Settling Performing Defendants as soon as reasonably practicable as the United States' share of: (i) Past Response Costs; and (ii) recoverable costs under Section 107 of CERCLA, 42 U.S.C. § 9607, incurred by the Settling Performing Defendants prior to the Effective Date.

(d) Payment by Settling Non-Performing Federal Agencies to Settling Performing Defendants for Future Costs. Subject to the dispute resolution provisions set forth in Paragraph 55(e) below, the United States, on behalf of the Settling Non-Performing Federal Agencies, will pay to the Settling Performing Defendants the Settling Non-Performing Federal Agencies' allocated share, calculated to be 2.5487 %, of costs incurred by the Settling Performing Defendants for the Work, Future Response Costs, and State Future Response Costs, as well as State Past Response Costs at the Site. After the Effective Date, the Settling Performing Defendants may submit claims for reimbursement ("Invoice") to the Section Chief of the Environmental Defense Section of the Environment and Natural Resources Division of the United States Department of Justice no more frequently than every six months. The Settling Performing Defendants will include with each Invoice a statement of Future Costs incurred by Settling Performing Defendants during the period covered by the Invoice as well as a statement of any

proceeds received by the Settling Performing Defendants from the AER Disbursement Special Account, sufficient documentation to allow verification of the accuracy of the costs claimed, proof of payment of all of the Future Costs included in the Invoice, and a statement that such costs were properly incurred and consistent with Section 107(a)(4)(B) of CERCLA, 42 U.S.C. § 9607(a)(4)(B), the Site Record of Decision, and this Consent Decree. In the event that any Settling Performing Defendant ceases to pay its allocated share on the basis of its filing for bankruptcy protection, the Settling Performing Defendants shall notify the United States and shall, on an interim basis and without prejudice to any enforcement and/or collection actions, allocate said bankrupt Settling Performing Defendant's allocated share among all other Settling Performing Defendants and the Settling Non-Performing Federal Agencies in accordance with the weighted volumetric formula. The Settling Performing Defendants and the Settling Non-Performing Federal Agencies agree that any funds recovered from a bankrupt Settling Performing Defendant will be distributed among all other Settling Performing Defendants and the Settling Non-Performing Federal Agencies in accordance with the weighted volumetric formula.

(e) Resolution of Disputes Between Settling Non-Performing Federal Agencies and Settling Performing Defendants for Future Costs. Upon receipt of any Invoice, the United States, on behalf of the Settling Non-Performing Federal Agencies, shall then have sixty (60) days to review the Invoice and make payment in whole or in part. Within sixty (60) days of receipt of the Invoice and accompanying documentation, the United States may in good faith object, in writing, and said objection shall be sent to the Settling Performing Defendants pursuant to Paragraph 131. Any such objection shall identify the contested costs and the basis for objection. In the event of an objection, the United States shall, within sixty (60) days of transmitting the objection, reimburse the Settling Performing Defendants for the Settling Non-Performing Federal

Agencies' share of any uncontested Invoice or uncontested costs that are identified on an Invoice. In the event the United States objects to any Invoice, Settling Performing Defendants and the United States agree to participate in good faith, informal negotiations to resolve the dispute. The period for informal negotiations shall last sixty (60) days from the date the United States transmits its written objection pursuant to Paragraph 131, and may be extended upon the mutual consent of Settling Performing Defendants and the United States. If informal negotiations are unsuccessful, Settling Performing Defendants and the United States reserve their rights to submit the dispute to non-binding mediation or to the Court to resolve the matter. The reasonable costs and expenses of mediation shall be borne equally by the parties involved in the dispute, and each party shall bear its own attorneys' fees, expert fees, and other costs of its participation in such mediation. Paragraph 59 and Section XX (Dispute Resolution) of this Consent Decree do not apply to disputes raised pursuant to this Paragraph. Any such dispute shall not excuse performance by the Settling Performing Defendants and Settling Non-Performing Federal Agencies of their obligations under this Consent Decree.

(f) Interest. In the event that any payment required by Paragraphs 55(a), 55(b), or 55(c) is not made within 120 days of the Effective Date, interest on the unpaid balance shall be paid at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the 121st day after the Effective Date and accruing through the date of the payment. If the United States does not object to an Invoice or certain costs identified in an Invoice within sixty (60) days of receipt of said Invoice pursuant to Paragraph 55(e) above, then payment is due to Settling Performing Defendants within one hundred twenty (120) days after receipt of the Invoice. If such payment of an uncontested Invoice or uncontested costs is not made in full within one hundred twenty (120) days after receipt of the Invoice, then interest on the unpaid balance for

uncontested costs shall accrue commencing on the 121st day at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). In the event the United States objects to an Invoice or certain costs identified in an Invoice pursuant to Paragraph 55(e) above, if the dispute is not resolved such that payment is made in full within one hundred twenty (120) days after receipt of the Invoice, then interest on the unpaid balance for contested costs shall accrue commencing on the 121st day at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). If the United States prevails as to any disputed costs, the United States will not pay the contested costs or any interest accrued thereon.

56. The Parties to this Consent Decree recognize and acknowledge that the payment obligations of the Settling Federal Agencies under this Consent Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

57. Payments by Settling *De Minimis* Defendants and Settling *De Minimis* State Agencies:

(a) Payment to EPA. Within 60 days of the Effective Date, (i) Settling *De Minimis* Defendants, with the exception of W.R. Grace & Co., shall pay to EPA one combined payment in the amount equal to the total amounts due to EPA by each signatory Settling *De Minimis* Defendant, as specified in Appendix C, and (ii) the State of Georgia, on behalf of Settling *De Minimis* State Agencies, shall pay the amount specified in Appendix E. Payment shall be made in accordance with Paragraphs 58(a) and 58(c) (Payment Instructions). Of the total amount to be paid by Settling *De Minimis*

Defendants and Settling *De Minimis* State Agencies pursuant to this Paragraph, the amounts attributable to Past Response Costs shall be deposited in the EPA Hazardous Substance Superfund and the amounts attributable to Future Response Costs shall be deposited by EPA in the AER Special Account.

(b) Payment for State Past Response Costs. Within 60 days of the Effective Date, (i) Settling *De Minimis* Defendants, with the exception of W.R. Grace & Co., shall pay to the Settling Performing Defendants one combined payment in the amount equal to the total amounts due to the State by each signatory Settling *De Minimis* Defendant, as specified in Appendix C, and (ii) the State of Georgia, on behalf of Settling *De Minimis* State Agencies, shall pay to the State the amount specified in Appendix E for State Past Response Costs in accordance with instructions provided by the Settling Performing Defendants.

(c) Payments by W.R. Grace & Co. W.R. Grace & Co. and certain of its affiliates ("Grace") has filed a petition for reorganization under chapter 11 of the U.S. Bankruptcy Code. On January 31, 2011, the Bankruptcy Court entered an order confirming Grace's chapter 11 plan of reorganization. The confirmation order is currently before a U.S. district court for affirmance. Pursuant to this Paragraph 57, EPA and the State shall have an allowed pre-petition non-priority claim against Grace's chapter 11 estate in the amount set forth in Appendix C. Within 30 days of the effective date of Grace's chapter 11 plan, Grace shall pay to EPA one payment in the total amount due to EPA as specified in Appendix C. Of the total amount to be paid by Grace pursuant to this Paragraph, the amount attributable to Past Response Costs shall be deposited in the EPA Hazardous Substance Superfund and the amount attributable to Future Response Costs shall be deposited by EPA in the AER Special Account. In addition, within 30 days of the effective date of Grace's chapter 11 plan, Grace shall pay to Settling Performing Defendants one payment in the

total amount due to the State as specified in Appendix C for State Past Response Costs in accordance with instructions provided by Settling Performing Defendants.

58. Payment Instructions for Settling Defendants.

(a) Instructions for Past Response Costs Payments. All payments required, elsewhere in this Consent Decree, to be made in accordance with this Paragraph 58(a) shall be made at <https://www.pay.gov> to the DOJ account, in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit ("FLU") of the United States Attorney's Office for the Southern District of Georgia, Augusta Division, after the Effective Date. The payment instructions provided by the Financial Litigation Unit shall include a Consolidated Debt Collection System ("CDCS") number, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU shall provide the payment instructions to the representatives identified in Section XXVIII of this Consent Decree on behalf of Settling Defendants. Settling Defendants may change the individual to receive payment instructions on their behalf by providing written notice of such change in accordance with Section XXVIII (Notices and Submissions).

(b) Instructions for Future Response Costs Payments and Stipulated Penalties.

All payments required, elsewhere in this Consent Decree, to be made in accordance with this Paragraph 58(b) shall be made by Fedwire EFT to:

Federal Reserve Bank of New York

ABA = 021030004

Account = 68010727

SWIFT address = FRNYUS33

33 Liberty Street

New York NY 10045

Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

(c) Instructions for All Payments. All payments made under Paragraph 58(a) or 58(b) shall reference the CDCS Number, EPA Site/Spill ID Number A4GG and DOJ Case Number 90-11-3-10081. At the time of any payment required to be made in accordance with Paragraphs 58(a) or 58(b), Settling Defendants shall send notice that payment has been made to the United States, and to EPA, in accordance with Section XXVIII (Notices and Submissions), and to the EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, or by mail at 26 Martin Luther King Drive, Cincinnati, Ohio 45268. Such notice shall also reference the CDCS Number, Site/Spill ID Number, and DOJ Case Number.

(d) Special Accounts. Any funds deposited by EPA in the AER Special Account established pursuant to this Section may be used to conduct or finance response actions at or in connection with the Site, or may be transferred by EPA to the EPA Hazardous Substance Superfund.

59. Settling Performing Defendants may contest any Future Response Costs billed under Paragraph 54 if they determine that EPA or the State has made a mathematical error or included a cost item that is not within the definition of Future Response Costs, or if they believe

EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the United States (if the United States' accounting is being disputed) or the State (if the State's accounting is being disputed) pursuant to Section XXVIII (Notices and Submissions). Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Settling Performing Defendants shall pay all uncontested Future Response Costs to the United States or the State within 30 days of Settling Performing Defendants' receipt of the bill requiring payment.

Simultaneously, Settling Performing Defendants shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Georgia and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Settling Performing Defendants shall send to the United States, as provided in Section XXVIII (Notices and Submissions), and the State a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Settling Performing Defendants shall initiate the Dispute Resolution procedures in Section XX (Dispute Resolution). If the United States or the State prevails in the dispute, Settling Performing Defendants shall pay the sums due (with accrued interest) to the United States or the State, if State costs are disputed, within five (5) days of the resolution of the dispute. If Settling Performing Defendants prevail concerning any aspect of the contested costs, Settling Performing Defendants shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail

to the United States or the State, if State costs are disputed, within five days of the resolution of the dispute. Settling Performing Defendants shall be disbursed any balance of the escrow account. All payments to the United States under this Paragraph shall be made in accordance with Paragraphs 58(b) and 58(c) (Payment Instructions). The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XX (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Settling Performing Defendants' obligation to reimburse the United States and the State for their Future Response Costs.

60. Interest. Settling Performing Defendants, Settling *De Minimis* Defendants with the exception of W.R. Grace & Co., and Settling *De Minimis* State Agencies shall make payments to EPA and the State in accordance with Section XVI of this Consent Decree. In the event that any payment for Past Response Costs or for Future Response Costs required under this Section is not made by the date required, the group of Settling Defendants that is delinquent in making payment shall pay Interest on the unpaid balance. The Interest to be paid on Past Response Costs and State Past Response Costs under this Paragraph shall begin to accrue on the Effective Date. The Interest on Future Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of Settling Defendants' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Plaintiffs by virtue of Settling Defendants' failure to make timely payments under this Section including, but not limited to, payment of stipulated penalties pursuant to Paragraph 83.

XVII. DISBURSEMENT OF SPECIAL ACCOUNT FUNDS

61. Creation of AER Disbursement Special Account and Agreement to Disburse Funds to Settling Performing Defendants. Within 60 days after the Effective Date, EPA shall establish the AER Disbursement Special Account and shall transfer from the AER Special Account to the

AER Disbursement Special Account those proceeds EPA receives from the Settling *De Minimis* Parties, less all payments that are attributable to Past Response Costs and less \$264,436.92.

Subject to the terms and conditions set forth in this Section, EPA agrees to make the funds in the AER Disbursement Special Account, including Interest Earned on the funds in the AER Disbursement Special Account, available for disbursement to Settling Performing Defendants as partial reimbursement for performance of the Work under this Consent Decree. EPA shall disburse funds from the AER Disbursement Special Account to Settling Performing Defendants in accordance with the procedures and milestones for phased disbursement set forth in this Section.

62. Timing, Amount, and Method of Disbursing Funds From the AER Disbursement Special Account. Within 60 days of EPA's receipt of a Cost Summary and Certification, as defined by Paragraph 63(b), or if EPA has requested additional information under Paragraph 63(b) or a revised Cost Summary and Certification under Paragraph 63(c), within 60 days of receipt of the additional information or revised Cost Summary and Certification, and subject to the conditions set forth in this Section, EPA shall disburse the funds from the AER Disbursement Special Account at the completion of the following milestones, and in the amounts set forth below.

<u>Milestone</u>	<u>Disbursement of Funds</u>
1. Completion of the remediation of contaminated soils.	Settling Performing Defendants may receive 50 percent of the proceeds from the AER Disbursement Special Account upon achieving this milestone. However, if Settling Performing Defendants can demonstrate that they have incurred costs in excess of \$6,286,996 pursuant to Paragraph 63, Settling Performing Defendants may receive 100 percent of the proceeds from the AER Disbursement Special Account.
2. Completion of one round of in-situ enhanced reductive dechlorination injections under the groundwater remedial action.	Settling Performing Defendants may receive any remaining portion of the proceeds from the AER Disbursement Special Account upon achieving this milestone.

EPA shall disburse the funds from the AER Disbursement Special Account to Settling Performing Defendants through the Settling Performing Defendants' counsel, in accordance with Section XXVIII (Notices and Submissions).

63. Requests for Disbursement of Special Account Funds.

(a) Within 60 days of issuance of EPA's written confirmation that a milestone of the Work, as defined in Paragraph 62, has been satisfactorily completed, Settling Performing Defendants shall submit to EPA a Cost Summary and Certification, as defined in Paragraph 63(b), covering the Work performed pursuant to this Consent Decree up to the date of completion of that milestone. Settling Performing Defendants shall not include in any submission costs included in a

previous Cost Summary and Certification following completion of an earlier milestone of the Work if those costs have been previously sought or reimbursed pursuant to Paragraph 62.

(b) Each Cost Summary and Certification shall include a complete and accurate written cost summary and certification of the necessary costs incurred and paid by Settling Performing Defendants for the Work covered by the particular submission, excluding costs not eligible for disbursement under Paragraph 64. Each Cost Summary and Certification shall contain the following statement signed by the Chief Financial Officer of a Settling Performing Defendant or an Independent Certified Public Accountant:

To the best of my knowledge, after thorough investigation and review of Settling Performing Defendants' documentation of costs incurred and paid for Work performed pursuant to this Consent Decree [insert, as appropriate: "up to the date of completion of milestone 1," "between the date of completion of milestone 1 and the date of completion of milestone 2,"] I certify that the information contained in or accompanying this submission is true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

The Chief Financial Officer of a Settling Performing Defendant or Independent Certified Public Accountant shall also provide EPA a list of the documents that he or she reviewed in support of the Cost Summary and Certification. Upon request by EPA, Settling Performing Defendants shall submit to EPA any additional information that EPA deems necessary for its review and approval of a Cost Summary and Certification.

(c) If EPA finds that a Cost Summary and Certification includes a mathematical error, costs excluded under Paragraph 64, costs that are inadequately documented, or costs submitted in a prior Cost Summary and Certification, it will notify Settling Performing Defendants

and provide them an opportunity to cure the deficiency by submitting a revised Cost Summary and Certification. If Settling Performing Defendants fail to cure the deficiency within 30 days after being notified of, and given the opportunity to cure, the deficiency, EPA will recalculate Settling Performing Defendants' costs eligible for disbursement for that submission and disburse the corrected amount to Settling Performing Defendants in accordance with the procedures in Paragraph 64 of this Section. Settling Performing Defendants may dispute EPA's recalculation under this Paragraph pursuant to Section XX (Dispute Resolution). In no event shall Settling Performing Defendants be disbursed funds from the AER Disbursement Special Account in excess of amounts properly documented in a Cost Summary and Certification accepted or modified by EPA.

64. Costs Excluded from Disbursement. The following costs are excluded from, and shall not be sought by Settling Performing Defendants for, disbursement from the AER Disbursement Special Account: (a) response costs paid pursuant to Section XVI (Payments for Response Costs); (b) any other payments made by Settling Performing Defendants to the United States pursuant to this Consent Decree, including, but not limited to, any interest or stipulated penalties paid pursuant to Section XXI (Stipulated Penalties); (c) attorneys' fees and costs, except for reasonable attorneys' fees and costs necessarily related to obtaining access or institutional controls as required by Section IX (Access and Institutional Controls); (d) costs of any response activities Settling Performing Defendants perform that are not required under, or approved by EPA pursuant to, this Consent Decree; (e) costs related to Settling Performing Defendants' litigation, settlement, development of potential contribution claims, or identification of defendants; (f) internal costs of Settling Performing Defendants, including but not limited to, salaries, travel, or in-kind services, except for those costs that represent the work of employees of Settling Performing

Defendants directly performing the Work; (g) any costs incurred by Settling Performing Defendants prior to the Effective Date; or (h) any costs incurred by Settling Performing Defendants pursuant to Section XX (Dispute Resolution).

65. Termination of Disbursements from the Special Account. EPA's obligation to disburse funds from the AER Disbursement Special Account under this Consent Decree shall terminate upon EPA's determination that Settling Performing Defendants: (a) have knowingly submitted a materially false or misleading Cost Summary and Certification; (b) have submitted a materially inaccurate or incomplete Cost Summary and Certification, and have failed to correct the materially inaccurate or incomplete Cost Summary and Certification within 30 days after being notified of, and given the opportunity to cure, the deficiency; or (c) failed to submit a Cost Summary and Certification as required by Paragraph 63 within 30 days (or such longer period as EPA agrees) after being notified that EPA intends to terminate its obligation to make disbursements pursuant to this Section because of Settling Performing Defendants' failure to submit the Cost Summary and Certification as required by Paragraph 63. EPA's obligation to disburse funds from the AER Disbursement Special Account shall also terminate upon EPA's assumption of performance of any portion of the Work pursuant to Paragraph 99, when such assumption of performance of the Work is not challenged by Settling Performing Defendants or, if challenged, is upheld under Section XX (Dispute Resolution). Settling Performing Defendants may dispute EPA's termination of special account disbursements under Section XX (Dispute Resolution).

66. Recapture of Special Account Disbursements. Upon termination of disbursements from the AER Disbursement Special Account under Paragraph 65, if EPA has previously disbursed funds from the AER Disbursement Special Account for activities specifically related to the reason

for termination, e.g., discovery of a materially false or misleading submission after disbursement of funds based on that submission, EPA shall submit a bill to Settling Performing Defendants for those amounts already disbursed from the AER Disbursement Special Account specifically related to the reason for termination, plus Interest on that amount covering the period from the date of disbursement of the funds by EPA to the date of repayment of the funds by Settling Performing Defendants. Within 30 days of receipt of EPA's bill, Settling Performing Defendants shall reimburse the Hazardous Substance Superfund for the total amount billed. Payment shall be made in accordance with Paragraphs 58(b) and 58(c). Upon receipt of payment, EPA may deposit all or any portion thereof in the AER Special Account, the AER Disbursement Special Account, or the Hazardous Substance Superfund. The determination of where to deposit or how to use the funds shall not be subject to challenge by Settling Performing Defendants pursuant to the dispute resolution provisions of this Consent Decree or in any other forum. Settling Performing Defendants may dispute EPA's determination as to recapture of funds pursuant to Section XX (Dispute Resolution).

67. Balance of Special Account Funds. After the Remedial Action has been performed in accordance with this Consent Decree and the Performance Standards have been achieved, and after EPA completes all disbursement to Settling Performing Defendants in accordance with this Section, if any funds remain in the AER Disbursement Special Account, EPA may transfer such funds to the AER Special Account or to the Hazardous Substance Superfund. Any transfer of funds to the AER Special Account or the Hazardous Substance Superfund shall not be subject to challenge by Settling Defendants pursuant to the dispute resolution provisions of this Consent Decree or in any other forum.

XVIII. INDEMNIFICATION AND INSURANCE

68. Settling Performing Defendants' Indemnification of the United States and the State.

(a) The United States and the State do not assume any liability by entering into this Consent Decree or by virtue of any designation of Settling Performing Defendants as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). Settling Performing Defendants, except the South Carolina Department of Transportation, shall indemnify, save and hold harmless the United States, the State, and their officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Settling Performing Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree, including, but not limited to, any claims arising from any designation of Settling Performing Defendants as EPA's authorized representatives under Section 104(e) of CERCLA. Further, Settling Performing Defendants agree to pay the United States and the State all costs they incur including, but not limited to, attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States or the State based on negligent or other wrongful acts or omissions of Settling Performing Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree. Neither the United States nor the State shall be held out as a party to any contract entered into by or on behalf of Settling Performing Defendants in carrying out activities pursuant to this Consent Decree. Neither Settling Performing Defendants nor any such contractor shall be considered an agent of the United States or the State.

(b) The United States and the State shall give Settling Performing Defendants notice of any claim for which the United States or the State plans to seek indemnification pursuant to Paragraph 68, and shall consult with Settling Performing Defendants prior to settling such claim.

69. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States and the State for damages or reimbursement or for set-off of any payments made or to be made to the United States or the State, arising from or on account of any contract, agreement, or arrangement between any one or more of Settling Performing Defendants and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Settling Performing Defendants, except the South Carolina Department of Transportation, shall indemnify and hold harmless the United States and the State with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Settling Performing Defendants and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

70. No later than 15 days before commencing any on-Site Work, Settling Performing Defendants shall secure, and shall maintain until the first anniversary of EPA's Certification of Completion of the Remedial Action pursuant to Paragraph 49(b) of Section XIV (Certification of Completion) commercial general liability insurance with limits of \$2,000,000.00, for any one occurrence, and automobile liability insurance with limits of \$2,000,000.00, combined single limit, naming the United States and the State as additional insureds with respect to all liability arising out of the activities performed by or on behalf of Settling Performing Defendants pursuant to this Consent Decree. In addition, for the duration of this Consent Decree, Settling Performing Defendants shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all

applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Settling Performing Defendants in furtherance of this Consent Decree. Prior to commencement of the Work under this Consent Decree, Settling Performing Defendants shall provide to EPA and the State certificates of such insurance and a copy of each insurance policy. Settling Performing Defendants shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. If Settling Performing Defendants demonstrate by evidence satisfactory to EPA and the State that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, Settling Performing Defendants need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. The Settling Performing Defendants may, on any anniversary of the Effective Date, or at any other time agreed to by the Parties, petition EPA in writing to request a reduction in the applicable insurance amount.

XIX. FORCE MAJEURE

71. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Settling Performing Defendants, of any entity controlled by Settling Performing Defendants, or of Settling Performing Defendants' contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Settling Performing Defendants' best efforts to fulfill the obligation. The requirement that Settling Performing Defendants exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (1) as it is occurring and (2) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. "Force majeure"

does not include financial inability to complete the Work or a failure to achieve the Performance Standards.

72. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree for which Settling Performing Defendants intend or may intend to assert a claim of force majeure, Settling Performing Defendants shall notify orally EPA's Project Coordinator or, in his or her absence, EPA's Alternate Project Coordinator or, in the event both of EPA's designated representatives are unavailable, the Director of the Superfund Division, EPA Region 4, within 10 days of when Settling Performing Defendants first knew that the event might cause a delay. Within 10 days thereafter, Settling Performing Defendants shall provide in writing to EPA and the State an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Settling Performing Defendants' rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of Settling Performing Defendants, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Settling Performing Defendants shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Settling Performing Defendants shall be deemed to know of any circumstance of which Settling Performing Defendants, any entity controlled by Settling Performing Defendants, or Settling Performing Defendants' contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude Settling Performing Defendants from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late notice, is able to assess to its satisfaction whether the event is a force majeure under Paragraph 71 and

whether Settling Performing Defendants have exercised their best efforts under Paragraph 71, EPA may, in its unreviewable discretion, excuse in writing Settling Performing Defendants' failure to submit timely notices under this Paragraph.

73. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Consent Decree that are affected by the force majeure will be extended by EPA, after a reasonable opportunity for review and comment by the State, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA, after a reasonable opportunity for review and comment by the State, does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify Settling Performing Defendants in writing of its decision. If EPA, after a reasonable opportunity for review and comment by the State, agrees that the delay is attributable to a force majeure, EPA will notify Settling Performing Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

74. If Settling Performing Defendants elect to invoke the dispute resolution procedures set forth in Section XX (Dispute Resolution), they shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Settling Performing Defendants shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Settling Performing Defendants complied with the requirements of Paragraphs 71 and 72. If Settling Performing Defendants carry this burden, the delay at issue shall

be deemed not to be a violation by Settling Performing Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.

XX. DISPUTE RESOLUTION

75. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes regarding this Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of Settling Defendants that have not been disputed in accordance with this Section.

76. Any dispute regarding this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute.

77. Statements of Position.

(a) In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within 30 days after the conclusion of the informal negotiation period, Settling Defendants invoke the formal dispute resolution procedures of this Section by serving on the United States and the State a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by Settling Defendants. The Statement of Position shall specify Settling Defendants' position as to whether formal dispute resolution should proceed under Paragraph 78 or Paragraph 79.

(b) Within 30 days after receipt of Settling Defendants' Statement of Position, EPA will serve on Settling Defendants its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. EPA's Statement of Position shall include a statement as to whether formal dispute resolution should proceed under Paragraph 78 or Paragraph 79. Within 15 days after receipt of EPA's Statement of Position, Settling Defendants may submit a Reply.

(c) If there is disagreement between EPA and Settling Defendants as to whether dispute resolution should proceed under Paragraph 78 or Paragraph 79, the parties to the dispute shall follow the procedures set forth in the paragraph determined by EPA to be applicable. However, if Settling Defendants ultimately appeal to the Court to resolve the dispute, the Court shall determine which paragraph is applicable in accordance with the standards of applicability set forth in Paragraphs 78 and 79.

78. Record Review. Formal dispute resolution for disputes pertaining to the selection or adequacy of any response action and all other disputes that are accorded review on the administrative record under applicable principles of administrative law shall be conducted pursuant to the procedures set forth in this Paragraph. For purposes of this Paragraph, the adequacy of any response action includes, without limitation, the adequacy or appropriateness of plans, procedures to implement plans, or any other items requiring approval by EPA under this Consent Decree, and the adequacy of the performance of response actions taken pursuant to this Consent Decree. Nothing in this Consent Decree shall be construed to allow any dispute by Settling Defendants regarding the validity of the ROD's provisions.

(a) An administrative record of the dispute shall be maintained by EPA and shall contain all statements of position, including supporting documentation, submitted pursuant to

this Section. Where appropriate, EPA may allow submission of supplemental statements of position by the parties to the dispute.

(b) The Director of the Superfund Division, EPA Region 4, will issue a final administrative decision resolving the dispute based on the administrative record described in Paragraph 78(a). This decision shall be binding upon Settling Defendants; subject only to the right to seek judicial review pursuant to Paragraphs 78(c) and 78(d).

(c) Any administrative decision made by EPA pursuant to Paragraph 80(b) shall be reviewable by this Court, provided that a motion for judicial review of the decision is filed by Settling Defendants with the Court and served on all Parties within 10 days of receipt of EPA's decision. The motion shall include a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The United States may file a response to Settling Defendants' motion.

(d) In proceedings on any dispute governed by this Paragraph, Settling Defendants shall have the burden of demonstrating that the decision of the Superfund Division Director is arbitrary and capricious or otherwise not in accordance with law. Judicial review of EPA's decision shall be on the administrative record compiled pursuant to Paragraph 78(a).

79. Formal dispute resolution for disputes that neither pertain to the selection or adequacy of any response action nor are otherwise accorded review on the administrative record under applicable principles of administrative law, shall be governed by this Paragraph.

(a) Following receipt of Settling Defendants' Statement of Position submitted pursuant to Paragraph 77, the Director of the Superfund Division, EPA Region 4, will issue a final decision resolving the dispute. The Superfund Division Director's decision shall be binding on

Settling Defendants unless, within 10 days of receipt of the decision, Settling Defendants file with the Court and serve on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to Settling Defendants' motion.

(b) Notwithstanding Paragraph M (CERCLA Section 113(j) Record Review of ROD and Work) of Section G (Background), judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

80. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone, or affect in any way any obligation of Settling Defendants under this Consent Decree, not directly in dispute, unless EPA or the Court agrees otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute as provided in Paragraph 89. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree. In the event that Settling Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XXI (Stipulated Penalties).

81. Disputes solely between the State and Settling Defendants. Disputes arising under the Consent Decree between the State and Settling Defendants shall be governed in the following manner: the procedures for resolving the disputes mentioned in this Paragraph shall be the same as provided in Paragraphs 75-80, except that each reference to EPA shall read as a reference to GA EPD, each reference to the Director of the Superfund Division, EPA Region 4, shall be read as a reference to the Director of GA EPD, and each reference to the United States shall be read as a reference to the State.

XXI. STIPULATED PENALTIES

82. Settling Performing Defendants shall be liable for stipulated penalties in the amounts set forth in Paragraphs 83 and 84 to the United States for failure to comply with the requirements of this Consent Decree specified below, unless excused under Section XIX (Force Majeure). "Compliance" by Settling Performing Defendants shall include completion of all payments and activities required under this Consent Decree, or any plan, report, or other deliverable approved under this Consent Decree, in accordance with all applicable requirements of law, this Consent Decree, the SOW, and any plans, reports, or other deliverables approved under this Consent Decree and within the specified time schedules established by and approved under this Consent Decree.

83. Stipulated Penalty Amounts - Work (Including Payments and Excluding Plans, Reports, and Other Deliverables).

(a) The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 83(b):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 1,000.00	1st through 14th day
\$ 2,500.00	15th through 30th day
\$ 5,000.00	31st day and beyond

(b) Compliance Milestones.

(i) Failure to implement the EPA-approved Soil Remedial Design Work Plan in accordance with the SOW and the approved schedule therein;

- (ii) Failure to implement the EPA-approved Groundwater Remedial Design Work Plan in accordance with the SOW and the approved schedule therein;
- (iii) Failure to implement the EPA-approved Soil Remedial Action Work Plan in accordance with the SOW and the approved schedule contained therein;
- (iv) Failure to implement the EPA-approved Groundwater Remedial Action Work Plan in accordance with the SOW and the approved schedule contained therein;
- (v) Failure to complete the Remedial Action required under this Consent Decree, the ROD, and SOW;
- (vi) Failure to establish and maintain the Performance Guarantee(s) as required by Section XIII of this Consent Decree;
- (vii) Failure to procure and maintain comprehensive general liability insurance as required by Section XVIII of this Consent Decree;
- (viii) Failure to hire and obtain EPA approval of Settling Performing Defendants' Supervising Contractor, as required by Section VI of this Consent Decree;
- (ix) Failure to implement further response actions or any modification to the SOW pursuant to this Consent Decree;
- (x) Failure to timely pay all monies required to be paid pursuant to this Consent Decree in accordance with Section XVI of this Consent Decree;

- (xi) Failure to seek EPA approval and to timely record, in the appropriate land records office, Notice of this Consent Decree and all applicable Institutional or Proprietary Controls as required in this Consent Decree, the ROD, and the SOW;

84. Stipulated Penalty Amounts - Plans, Reports, and other Deliverables. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate other reports, plans, or deliverables (pursuant to this Consent Decree) that are not referenced in Paragraph 83(b) above:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 750.00	1st through 14th day
\$ 1,500.00	15th through 30th day
\$ 3,000.00	31st day and beyond

85. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 99 (Work Takeover), Settling Performing Defendants shall be liable for a stipulated penalty in the amount of \$500,000.00. Stipulated penalties under this Paragraph are in addition to the remedies available under Paragraphs 47 (Funding for Work Takeover) and 99 (Work Takeover).

86. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue:

(a) with respect to a deficient submission under Section XI (EPA Approval of Plans and Other Submissions), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Settling Performing Defendants of any deficiency; (b)

with respect to a decision by the Director of the Superfund Division, EPA Region 4, under Paragraph 78(b) or 79(a) of Section XX (Dispute Resolution), during the period, if any, beginning on the 21st day after the date that Settling Performing Defendants' reply to EPA's Statement of Position is received until the date that the Director issues a final decision regarding such dispute; or (c) with respect to judicial review by this Court of any dispute under Section XX (Dispute Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

87. Following EPA's determination that Settling Performing Defendants have failed to comply with a requirement of this Consent Decree, EPA may give Settling Performing Defendants written notification of the same and describe the noncompliance. EPA may send Settling Performing Defendants a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Settling Performing Defendants of a violation.

88. All penalties accruing under this Section shall be due and payable to the United States within 30 days of Settling Performing Defendants' receipt from EPA of a demand for payment of the penalties, unless Settling Performing Defendants invoke the Dispute Resolution procedures under Section XX (Dispute Resolution) within the 30-day period. All payments to the United States under this Section shall indicate that the payment is for stipulated penalties, and shall be made in accordance with Paragraphs 58(b) and 58(c) (Payment Instructions).

89. Penalties shall continue to accrue as provided in Paragraph 86 during any dispute resolution period, but need not be paid until the following:

(a) If the dispute is resolved by agreement of the Parties or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owed shall be paid to EPA within 15 days of the agreement or the receipt of EPA's decision or order;

(b) If the dispute is appealed to this Court and the United States prevails in whole or in part, Settling Performing Defendants shall pay all accrued penalties determined by the Court to be owed to EPA within 60 days of receipt of the Court's decision or order, except as provided in Paragraph 89(c);

(c) If the District Court's decision is appealed by any Party, Settling Performing Defendants shall pay all accrued penalties determined by the District Court to be owed to the United States into an interest-bearing escrow account within 60 days of receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every 60 days. Within 15 days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA or to Settling Performing Defendants to the extent that they prevail.

90. If Settling Performing Defendants fail to pay stipulated penalties when due, Settling Performing Defendants shall pay Interest on the unpaid stipulated penalties as follows: (a) if Settling Performing Defendants have timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to Paragraph 89 until the date of payment; and (b) if Settling Performing Defendants fail to timely invoke dispute resolution, Interest shall accrue from the date of demand under Paragraph 88 until the date of payment. If Settling Performing Defendants fail to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

91. The payment of penalties and Interest, if any, shall not alter in any way Settling Performing Defendants' obligation to complete the performance of the Work required under this Consent Decree.

92. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States or the State to seek any other remedies or sanctions available by virtue of Settling Performing Defendants' violation of this Consent Decree or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), provided, however, that the United States shall not seek civil penalties pursuant to Section 122(l) of CERCLA for any violation for which a stipulated penalty is provided in this Consent Decree, except in the case of a willful violation of this Consent Decree.

93. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Decree.

XXII. COVENANTS BY PLAINTIFFS

94. Covenants for Settling Performing Defendants and Settling Non-Performing Federal Agencies by United States and the State. In consideration of the actions that will be performed and the payments that will be made by Settling Performing Defendants and Settling Non-Performing Federal Agencies under this Consent Decree, and except as specifically provided in Paragraphs 95, 96, and 98, the United States and the State covenant not to sue or to take administrative action against Settling Performing Defendants and Settling Non-Performing Federal Agencies pursuant to Sections 106 and 107(a) of CERCLA, or with respect to the State, pursuant to Code Sections 12-8-71, 12-8-96, and 12-8-96.1 of HSRA and Section 107(a) of CERCLA, relating to the Site. Except

with respect to future liability, these covenants shall take effect upon the receipt by EPA and the State of the payments required by Paragraphs 53(a) and 53(b) (Payments for Past Response Costs) and any Interest or stipulated penalties due thereon under Paragraph 60 (Interest) or Section XXI (Stipulated Penalties). With respect to future liability, these covenants shall take effect upon Certification of Completion of Remedial Action by EPA pursuant to Paragraph 49(b) of Section XIV (Certification of Completion). These covenants are conditioned upon the satisfactory performance by Settling Performing Defendants and Settling Non-Performing Federal Agencies of their obligations under this Consent Decree. These covenants extend only to Settling Performing Defendants and Settling Non-Performing Federal Agencies and do not extend to any other person.

95. United States' and the State's Pre-certification Reservations. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order, seeking to compel Settling Performing Defendants, and EPA and the State reserve the right to issue an administrative order seeking to compel Settling Non-Performing Federal Agencies, to perform further response actions relating to the Site and/or to pay the United States and the State for additional costs of response if, (a) prior to Certification of Completion of the Remedial Action, (i) conditions at the Site, previously unknown to EPA, are discovered, or (ii) information, previously unknown to EPA, is received, in whole or in part, and (b) EPA determines that these previously unknown conditions or information together with any other relevant information indicates that the Remedial Action is not protective of human health or the environment.

96. United States' and the State's Post-certification Reservations. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent

Decree is without prejudice to, the right to institute proceedings in this action or in a new action or to issue an administrative order, seeking to compel Settling Performing Defendants, and EPA and the State reserve the right to issue an administrative order seeking to compel Settling Non-Performing Federal Agencies, to perform further response actions relating to the Site and/or to pay the United States and the State for additional costs of response if, (a) subsequent to Certification of Completion of the Remedial Action, (i) conditions at the Site, previously unknown to EPA, are discovered, or (ii) information, previously unknown to EPA, is received, in whole or in part, and (b) EPA determines that these previously unknown conditions or this information together with other relevant information indicate that the Remedial Action is not protective of human health or the environment.

97. For purposes of Paragraph 95, the information and the conditions known to EPA will include only that information and those conditions known to EPA as of the date the ROD was signed and set forth in the Record of Decision for the Site and the administrative record supporting the Record of Decision. For purposes of Paragraph 96, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date of Certification of Completion of Remedial Action and set forth in the Record of Decision, the administrative record supporting the Record of Decision, the post-ROD administrative record, or in any information received by EPA pursuant to the requirements of this Consent Decree prior to Certification of Completion of the Remedial Action.

98. General Reservations of Rights Against Settling Performing Defendants and Settling Non-Performing Federal Agencies. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against Settling Performing Defendants and EPA and the federal natural resource trustee and the State reserve, and this Consent Decree is without

prejudice to, all rights against Settling Non-Performing Federal Agencies; with respect to all matters not expressly included within Plaintiffs' covenants. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve all rights against Settling Performing Defendants, and EPA and the federal natural resource trustees and the State reserve, and this Consent Decree is without prejudice to, all rights against Settling Non-Performing Federal Agencies; with respect to:

- (a) claims based on a failure by Settling Performing Defendants or Settling Non-Performing Federal Agencies to meet a requirement of this Consent Decree;
- (b) liability arising from the past, present, or future disposal, release, or threat of release of Waste Material outside of the Site;
- (c) liability based on the ownership or operation of the Site by Settling Performing Defendants or Settling Non-Performing Federal Agencies when such ownership or operation commences after signature of this Consent Decree;
- (d) liability based on Settling Performing Defendants' or Settling Non-Performing Federal Agencies' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of Waste Material at or in connection with the Site, other than as provided in the ROD, the Work, or otherwise ordered by EPA, after signature of this Consent Decree;
- (e) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- (f) criminal liability;
- (g) liability for violations of federal or state law which occur during or after implementation of the Work;

(h) liability, prior to Certification of Completion of the Remedial Action, for additional response actions that EPA determines are necessary to achieve and maintain Performance Standards or to carry out and maintain the effectiveness of the remedy set forth in the ROD, but that cannot be required pursuant to Paragraph 13 (Modification of SOW or Related Work Plans); and

(i) liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry regarding the Site.

99. Work Takeover.

(a) In the event EPA determines that Settling Performing Defendants (i) have ceased implementation of any portion of the Work, or (ii) are seriously or repeatedly deficient or late in their performance of the Work, or (iii) are implementing the Work in a manner that may cause an endangerment to human health or the environment, EPA may issue a written notice ("Work Takeover Notice") to Settling Performing Defendants. Any Work Takeover Notice issued by EPA will specify the grounds upon which such notice was issued and will provide Settling Performing Defendants a period of 15 days within which to remedy the circumstances giving rise to EPA's issuance of such notice.

(b) If, after expiration of the 15-day notice period specified in Paragraph 99(a), Settling Performing Defendants have not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary ("Work Takeover"). EPA will notify Settling Performing Defendants in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this Paragraph 99(b). Funding of Work Takeover costs is addressed under Paragraph 47.

(c) Settling Performing Defendants may invoke the procedures set forth in Paragraph 78 (Record Review), to dispute EPA's implementation of a Work Takeover under Paragraph 99(b). However, notwithstanding Settling Performing Defendants' invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under Paragraph 99(b) until the earlier of (1) the date that Settling Performing Defendants remedy, to EPA's satisfaction, the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, or (2) the date that a final decision is rendered in accordance with Paragraph 78 (Record Review) requiring EPA to terminate such Work Takeover.

100. Notwithstanding any other provision of this Consent Decree, the United States and the State retain all authority and reserve all rights to take any and all response actions authorized by law.

XXIII. COVENANTS BY SETTLING PERFORMING DEFENDANTS AND
SETTLING NON-PERFORMING FEDERAL AGENCIES

101. Covenant Not to Sue by Settling Performing Defendants. Subject to the reservations in Paragraph 105, Settling Performing Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or the State with respect to the Site, and this Consent Decree, including, but not limited to:

(a) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law;

(b) any claims against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113, RCRA Section 7002(a), 42 U.S.C. § 6972(a), or state law regarding the Site; or

(c) any claims arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Georgia Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law.

(d) any direct or indirect claim for disbursement from the AER Special Account or AER Disbursement Special Account, except as provided in Section XVII (Disbursement of Special Account Funds).

102. In consideration of the actions that will be performed and payments that will be made by Settling Defendants and Settling Federal Agencies pursuant to this Consent Decree and the agreement described in Paragraph 6 and 55 of this Consent Decree, Settling Performing Defendants agree not to assert any claims or causes of action and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for all "matters addressed" in this Consent Decree. "Matters addressed" are defined in Paragraph 120 of this Consent Decree.

103. Covenant by Settling Non-Performing Federal Agencies. Settling Non-Performing Federal Agencies agree not to assert any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law with respect to the Site and this Consent Decree. This covenant does not preclude demand for reimbursement from the Superfund of costs incurred by a Settling Non-Performing Federal Agency

in the performance of its duties (other than pursuant to this Consent Decree) as lead or support agency under the National Contingency Plan (40 C.F.R. Part 300).

104. Except as provided in Paragraph 107 (Claims Against MSW Generators and Transporters), Paragraph 109 (Claims Against *De Minimis* and Ability to Pay Parties) and Paragraph 123 (Res Judicata and Other Defenses), the covenants in this Section shall not apply if the United States or the State brings a cause of action or issues an order pursuant to any of the reservations in Section XXII (Covenants by Plaintiffs), other than in Paragraphs 98(a) (claims for failure to meet a requirement of the Decree), 98(f) (criminal liability), and 98(g) (violations of federal/state law during or after implementation of the Work), but only to the extent that Settling Performing Defendants' claims arise from the same response action, response costs, or damages that the United States or the State is seeking pursuant to the applicable reservation.

105. Settling Performing Defendants reserve, and this Consent Decree is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Settling Performing Defendants' plans, reports, other deliverables or activities. Settling Performing Defendants also reserve, and this Consent Decree is without prejudice to,

claims against the State, subject to the provisions of the Georgia Tort Claims Act, O.C.G.A. § 50-21-20, *et seq.*, and brought pursuant to any statute other than CERCLA, RCRA, or HSRA and for which the waiver of sovereign immunity is specifically found. Settling Performing Defendants also reserve, and this Consent Decree is without prejudice to, contribution claims against Settling Federal Agencies in the event any claim is asserted by the United States or the State against Settling Performing Defendants pursuant to any of the reservations in Section XXII (Covenants by Plaintiffs) other than in Paragraphs 98(a) (claims for failure to meet a requirement of the Decree), 98(f) (criminal liability), and 98(g) (violations of federal/state law during or after implementation of the Work), but only to the extent that Settling Performing Defendants' claims arise from the same response action, response costs, or damages that the United States or the State is seeking pursuant to the applicable reservation.

106. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

107. Claims Against MSW Generators and Transporters. Settling Performing Defendants agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for all matters relating to the Site against any person where the person's liability to Settling Performing Defendants with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of Municipal Solid Waste (MSW) at the Site, if the volume of MSW disposed, treated or transported by such person to the Site did not exceed 0.2 percent of the total volume of waste at the Site.

108. The waiver in Paragraph 107 shall not apply with respect to any defense, claim, or cause of action that a Settling Performing Defendant may have against any person meeting the criteria in Paragraph 107 if such person asserts a claim or cause of action relating to the Site against such Settling Performing Defendant. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines that: (a) the MSW contributed significantly or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at the Site; (b) the person has failed to comply with any information request or administrative subpoena issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. § 9604(e) or § 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6927; or (c) the person impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site.

109. Claims Against *De Minimis* and Ability to Pay Parties. Settling Performing Defendants agree not to assert any claims or causes of action and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have for all matters relating to the Site against any person that has entered or in the future enters into a final CERCLA Section 122(g) *de minimis* settlement or a final settlement based on limited ability to pay, with EPA with respect to the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Performing Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Performing Defendant.

XXIV. *DE MINIMIS* SETTLEMENT PROVISIONS

110. Covenants for Settling *De Minimis* Parties (Settling *De Minimis* Defendants, Settling *De Minimis* State Agencies, and Settling *De Minimis* Federal Agencies) by the United States and the State. In consideration of the payments that will be made by Settling *De Minimis* Parties under the terms of this Consent Decree, and except as specifically provided in Paragraphs 111 and 112 (Reservations of Rights by United States and the State), the United States and the State covenant not to sue or take administrative action against any of the Settling *De Minimis* Parties pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, or with respect to the State, pursuant to Code Sections 12-8-71, 12-8-96, and 12-8-96.1 of HSRA and Section 107(a) of CERCLA, relating to the Site. With respect to present and future liability, these covenants shall take effect for each Settling *De Minimis* Party upon receipt of that Settling *De Minimis* Party's payment as required by Section XVI (Payment for Response Costs). With respect to each Settling *De Minimis* Party, individually, these covenants are conditioned upon: (a) the satisfactory performance by the Settling *De Minimis* Party of all obligations under this Consent Decree; and (b) the veracity of the information provided to EPA by the Settling *De Minimis* Party relating to the Settling *De Minimis* Party's involvement with the Site. These covenants extend only to Settling *De Minimis* Parties and do not extend to any other person.

111. General Reservations of Rights as to Settling *De Minimis* Parties (Settling *De Minimis* Defendants, Settling *De Minimis* State Agencies, and Settling *De Minimis* Federal Agencies). The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against Settling *De Minimis* Defendants and Settling *De Minimis* State Agencies, and EPA, the State, and the federal natural resource trustees reserve, and this Consent Decree is without prejudice to, all rights against Settling *De Minimis* Federal Agencies, with respect to all

matters not expressly included within Section XXIV. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve all rights against Settling *De Minimis* Defendants and Settling *De Minimis* State Agencies and EPA and the federal natural resource trustees reserve, and this Consent Decree is without prejudice to, all rights against Settling *De Minimis* Federal Agencies, with respect to:

- (a) liability for failure to meet a requirement of this Consent Decree;
- (b) criminal liability;
- (c) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- (d) liability based on the ownership or operation of the Site by Settling *De Minimis* Defendants, Settling *De Minimis* State Agencies, or Settling *De Minimis* Federal Agencies; or
- (e) liability based on Settling *De Minimis* Defendants', Settling *De Minimis* State Agencies', or Settling *De Minimis* Federal Agencies' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling *De Minimis* Defendants, Settling *De Minimis* State Agencies, or by DOJ on behalf of Settling *De Minimis* Federal Agencies.

112. Notwithstanding any other provision in this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, the right to institute proceedings against any individual Settling *De Minimis* Defendant or Settling *De Minimis* State Agency in this action or in a new action or to issue an administrative order to any individual Settling *De Minimis*

Defendant or Settling *De Minimis* State Agency seeking to compel that Settling *De Minimis* Defendant or Settling *De Minimis* State Agency, and EPA and the State reserve, and this Consent Decree is without prejudice to, the right to issue an administrative order to any individual Settling *De Minimis* Federal Agency, to perform response actions relating to the Site, and/or to reimburse the United States and the State for additional costs of response, if information is discovered that indicates that such Settling *De Minimis* Party contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Settling *De Minimis* Party no longer qualifies as a *de minimis* party at the Site because it no longer meets the criteria to participate in the *de minimis* settlement, pursuant to Appendices C, D-2, E, and K.

113. Covenants by the Settling *De Minimis* Defendants and Settling *De Minimis* State Agencies. Settling *De Minimis* Defendants and Settling *De Minimis* State Agencies covenant not to sue and agree not to assert any claims or causes of action against the United States, the State, or their contractors or employees with respect to the Site and this Consent Decree, including, but not limited to:

(a) any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2) 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

(b) any claims arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the State of Georgia, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

(c) any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, RCRA Section 7002(a), 42 U.S.C. § 6972(a), or State law regarding the Site.

Except as provided in Paragraph 116 (waiver of claims) and Paragraph 123 (waiver of claim-splitting defenses), these covenants shall not apply in the event that the United States or the State brings a cause of action or issues an order pursuant to any of the reservations set forth in Paragraphs 111 and 112 (Reservations of Rights by United States and the State), other than in Paragraph 111(a) (claims for failure to meet a requirement of the Decree) or 111(b) (criminal liability), but only to the extent that Settling *De Minimis* Defendants or Settling *De Minimis* State Agencies' claims arise from the same response action, response costs, or damages that the United States or the State is seeking pursuant to the applicable reservation.

114. Covenant by Settling *De Minimis* Federal Agencies. Settling *De Minimis* Federal Agencies agree not to assert any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113, or any other provision of law with respect to the Site and this Consent Decree. This covenant does not preclude demand for reimbursement from the Superfund of costs incurred by a Settling *De Minimis* Federal Agency in the performance of its duties (other than pursuant to this Consent Decree) as lead or support agency under the National Contingency Plan (40 C.F.R. Part 300).

115. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

116. Settling *De Minimis* Parties agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Section 107(a) or 113 of CERCLA) that they may have for response costs relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling *De Minimis* Party may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against such Settling *De Minimis* Party.

117. By signing this Consent Decree, each Settling *De Minimis* Defendant and Settling *De Minimis* State Agency certifies, individually, that to the best of its knowledge and belief, it:

(a) has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, documents, or other information (other than identical copies) relating to its potential liability regarding the Site after the earlier notification of potential liability or the filing of a suit against it regarding the Site; and

(b) has and will comply fully with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), Section 3007 of the RCRA, 42 U.S.C. § 9627, and State law.

118. The United States acknowledges that each Settling *De Minimis* Federal Agency

(a) is subject to all applicable Federal record retention laws, regulations, and policies; and (b) has certified that it has fully complied with any and all EPA and State requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 9627, and State law.

XXV. EFFECT OF SETTLEMENT; CONTRIBUTION

119. Except as provided in Paragraph 107 (Claims Against MSW Generators and Transporters) and Paragraph 109 (Claims Against *De Minimis*/Ability to Pay Parties), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraph 107 (Claims Against MSW Generators and Transporters) and Paragraph 109 (Claims Against *De Minimis*/Ability to Pay Parties), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

120. The Parties agree, and by entering this Consent Decree this Court finds, that this Consent Decree constitutes a judicially-approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that each Settling Defendant and each Settling Federal Agency is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States, the State, or any other person; provided, however, that if the United States or the State exercise rights against Settling Performing Defendants (or if

EPA or the federal natural resource trustee or the State assert rights against Settling Federal Agencies) under the reservations in Section XXII (Covenants by Plaintiffs), other than in Paragraphs 98(a) (claims for failure to meet a requirement of the Decree), 98(f) (criminal liability) or 98(g) (violations of federal/state law during or after implementation of the Work), or if the United States exercises rights against Settling *De Minimis* Parties under the reservations in Paragraphs 111 and 112, other than in Paragraph 111(a) (claims for failure to meet a requirement of the Consent Decree) or 111(b) (criminal liability), the "matters addressed" in this Consent Decree will no longer include those response costs or response actions that are within the scope of the exercised reservation.

121. Each Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify the United States and the State in writing no later than 60 days prior to the initiation of such suit or claim.

122. Each Settling Defendant shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify in writing the United States and the State within 10 days of service of the complaint on such Settling Defendant. In addition, each Settling Defendant shall notify the United States and the State within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial.

123. Res Judicata and Other Defenses. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants (and, with respect to a State action, Settling Federal Agencies) shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-

splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XXII (Covenants by Plaintiffs).

XXVI. ACCESS TO INFORMATION

124. Settling Defendants shall provide to EPA and the State, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Work. Settling Performing Defendants shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

125. Business Confidential and Privileged Documents.

(a) Settling Defendants may assert business confidentiality claims covering part or all of the Records submitted to Plaintiffs under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Records determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA and the State, or if EPA has notified Settling Defendants that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R.

Part 2, Subpart B, the public may be given access to such Records without further notice to Settling Defendants.

(b) Settling Defendants may assert that certain Records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege in lieu of providing Records, they shall provide Plaintiffs with the following: (i) the title of the Record; (ii) the date of the Record; (iii) the name, title, affiliation (e.g., company or firm), and address of the author of the Record; (iv) the name and title of each addressee and recipient; (v) a description of the contents of the Record; and (vi) the privilege asserted by Settling Defendants. If a claim of privilege applies only to a portion of a Record, the Record shall be provided to the United States in redacted form to mask the privileged portion only. Settling Defendants shall retain all Records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor.

(c) No Records created or generated pursuant to the requirements of this Consent Decree shall be withheld from the United States or the State on the grounds that they are privileged or confidential.

126. No claim of confidentiality or privilege shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XXVII. RETENTION OF RECORDS

127. Until seven years after Settling Performing Defendants' and Settling *De Minimis* Defendants' receipt of EPA's notification pursuant to Paragraph 50(b) of Section XIV

(Certification of Completion of the Work), each Settling Performing Defendant and Settling *De Minimis* Defendant shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to its liability under CERCLA with respect to the Site, provided, however, that Settling Performing Defendants and Settling *De Minimis* Defendants who are potentially liable as owners or operators of the Site must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Each Settling Performing Defendant must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above all non-identical copies of the last draft or final version of any Records (including Records in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work, provided, however, that each Settling Performing Defendant (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

128. The United States acknowledges that each Settling Federal Agency (a) is subject to all applicable Federal record retention laws, regulations, and policies; and (b) has certified that it has fully complied with any and all EPA and State requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927. The United States acknowledges that each Settling *De Minimis* State Agency is subject to management of its records in accordance with the "Georgia Records Act," O.C.G.A. §§ 50-18-19, *et seq.*, and that the Settling *De Minimis* State Agencies agree to comply with all requirements for retention of records contained in the Act, or as otherwise required by law. If

Settling *De Minimis* State Agencies are in possession of records that relate in any manner to their liability under CERCLA with respect to the Site at the conclusion of the record retention period provided for Settling Performing Defendants in Paragraph 127, Settling *De Minimis* State Agencies shall deliver any such Records to EPA.

129. At the conclusion of this record retention period, Settling Defendants shall notify the United States and the State at least 90 days prior to the destruction of any such Records, and, upon request by the United States or the State, Settling Defendants shall deliver any such Records to EPA or the State. Settling Defendants may assert that certain Records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall provide Plaintiffs with the following: (a) the title of the Record; (b) the date of the Record; (c) the name, title, affiliation (e.g., company or firm), and address of the author of the Record; (d) the name and title of each addressee and recipient; (e) a description of the subject of the Record; and (f) the privilege asserted by Settling Defendants. If a claim of privilege applies only to a portion of a Record, the Record shall be provided to the United States in redacted form to mask the privileged portion only. Settling Defendants shall retain all Records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor. However, no Records created or generated pursuant to the requirements of this Consent Decree shall be withheld on the grounds that they are privileged or confidential.

130. Each Settling Performing Defendant and Settling Non-Performing Federal Agency certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since the earlier of notification of

potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XXVIII. NOTICES AND SUBMISSIONS

131. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Any notice may be given by electronic mail, courier, overnight mail, hand delivery, or by U.S. Mail. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified in this Section shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, Settling Federal Agencies, the State, and Settling Defendants, respectively. Notices required to be sent to EPA, and not to the United States, under the terms of this Consent Decree should not be sent to DOJ.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-11-3-10081

and:

Chief, Environmental Defense Section

Environment and Natural Resources Division

U.S. Department of Justice

P.O. Box 23986

Washington, D.C. 20026-3986

Re: DJ # 90-11-6-18922

and:

Director, Superfund Division

United States Environmental Protection Agency

Region 4

61 Forsyth Street, S.W.

Atlanta, Georgia 30303

As to EPA:

Giezelle Bennett

EPA Project Coordinator

United States Environmental Protection Agency

Region 4

61 Forsyth Street, S.W.

Atlanta, Georgia 30303

bennett.giezelle@epa.gov

(404) 562-8824

As to the Regional Financial

Paula Painter

Management Officer:

United States Environmental Protection Agency

Region 4

61 Forsyth Street, S.W.

Atlanta, Georgia 30303

painter.paula@epa.gov

(404) 562-8887

As to the State:

Amy Potter

State Project Coordinator

Land Protection Branch

Georgia Environmental Protection Division

4244 International Parkway

Atlanta, Georgia 30354

Amy.Potter@dnr.state.ga.us

(404) 657-8657

As to Settling Performing Defendants: Chet Tisdale and Amy Magee

Settling Performing Defendants' Counsel

King & Spalding LLP

1180 Peachtree Street NE

Atlanta, Georgia 30309

Ctisdale@KSLAW.com

Amagee@KSLAW.com

(404) 572-4820

As to Settling *De Minimis*

Barbara Gallo

Defendants:

Settling *De Minimis* Defendants' Counsel

Krevolin Horst LLC

One Atlantic Center

1201 West Peachtree Street, NW, Suite 3250

Atlanta, Georgia 30309

gallo@khlawfirm.com

(404) 888-0169

As to Settling Federal Agencies:

Dustin J. Maghamfar

Trial Attorney

U.S. Department of Justice

Environmental Defense Section

P. O. Box 23986

Washington, D.C. 20026-3986

Dustin.Maghamfar@usdoj.gov

(202) 514-1806

As to Settling *De Minimis* State

Nancy Gallagher

Agencies:

Settling *De Minimis* State Agencies' Counsel

Georgia Department of Law

Division 02RCA

40 Capitol Square SW

Atlanta, Georgia 30334-1300

ngallagher@law.ga.gov

(404) 651-5801

XXIX. RETENTION OF JURISDICTION

132. This Court retains jurisdiction over both the subject matter of this Consent Decree, the United States, the State, and Settling Defendants for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XX (Dispute Resolution).

XXX. APPENDICES

133. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the list of Settling Defendants.

"Appendix B" is the list of Settling Performing Defendants.

"Appendix C" is the Cost Matrix for the Settling *De Minimis* Defendants.

"Appendix D-1" is the list of the Settling Non-Performing Federal Agencies.

"Appendix D-2" is the Cost Matrix for the Settling *De Minimis* Federal Agencies.

"Appendix E" is the Cost Matrix for the Settling *De Minimis* State Agencies.

"Appendix F" is the map of the Site.

"Appendix G" is the ROD.

"Appendix H" is the SOW.

"Appendix I" are the Performance Guarantee forms.

"Appendix J" are the Proprietary Controls.

"Appendix K" is the list of criteria established by EPA to qualify for *de minimis* PRP status at this Site.

XXXI. COMMUNITY RELATIONS

134. If requested by EPA or the State, Settling Performing Defendants shall participate in community relations activities pursuant to the community relations plan to be developed by EPA. EPA will determine the appropriate role for Settling Performing Defendants under the Plan. Settling Performing Defendants shall also cooperate with EPA and the State in providing information regarding the Work to the public. As requested by EPA or the State, Settling Performing Defendants shall participate in the preparation of such information for dissemination to the public and in public meetings which may be held or sponsored by EPA or the State to explain activities at or relating to the Site. Costs incurred by the United States under this Section, including the costs of any technical assistance grant under Section 117(e) of CERCLA, 42 U.S.C. § 9617(e), shall be considered Future Response Costs that Settling Defendants shall pay pursuant to Section XVI (Payments for Response Costs).

XXXII. MODIFICATION

135. Schedules specified in this Consent Decree for completion of the Work may be modified by agreement of the EPA Project Coordinator and the Settling Performing Defendants. All such modifications shall be made in writing.

136. Modifications (non-material or material) that do not affect the obligations of or the protections afforded to Settling *De Minimis* Parties may be executed without the signatures of the Settling *De Minimis* Parties.

137. Except as provided in Paragraph 13 (Modification of SOW or Related Work Plans), material modifications to this Consent Decree, including the SOW, shall be in writing, signed by the United States and Settling Performing Defendants, and shall be effective upon approval by the Court. Except as provided in Paragraph 13 (Modification of SOW or Related Work Plans), non-material modifications to this Consent Decree, including the SOW, shall be in writing and shall be effective when signed by duly authorized representatives of the United States and Settling Performing Defendants. All modifications to the Consent Decree, other than the SOW, also shall be signed by the State, or a duly authorized representative of the State, as appropriate. A modification to the SOW shall be considered material if it fundamentally alters the basic features of the selected remedy within the meaning of 40 C.F.R. § 300.435(c)(2)(ii). Before providing its approval to any modification to the SOW, the United States will provide the State with a reasonable opportunity to review and comment on the proposed modification.

138. Nothing in this Consent Decree shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Consent Decree.

XXXIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

139. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

140. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XXXIV. SIGNATORIES/SERVICE

141. Each undersigned representative of a Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice and the Director of the Georgia Environmental Protection Division for the State certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

142. Each Settling Defendant agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

143. Each Settling Defendant shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants agree to accept service in that manner and to waive the formal service

requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons. Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XXXV. FINAL JUDGMENT

144. This Consent Decree and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties regarding the settlement embodied in the Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.


145. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the United States, the State, and Settling Defendants. The Court finds that there is no just reason for delay and, therefore, enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ____ DAY OF _____, 2011.

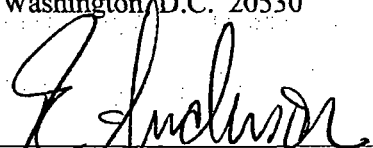
United States District Judge

FOR THE UNITED STATES OF AMERICA:

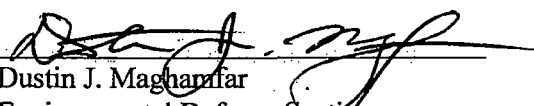
9/22/11
Date


Robert G. Dreher
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

9/22/11
Date


Esperanza Anderson
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

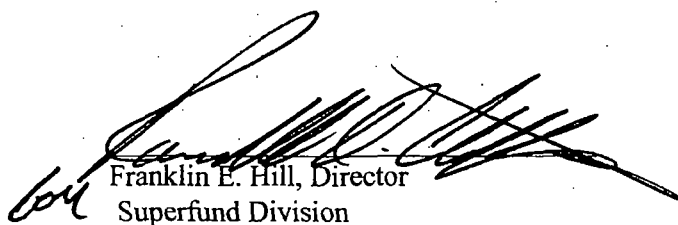
9/22/11
Date


Dustin J. Maghamfar
Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 23986
Washington, D.C. 20026-3986

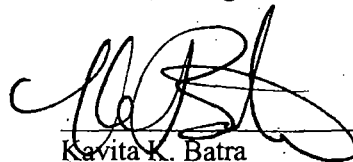
September 30, 2011
Date

s/Ken Crowder
Ken Crowder
Assistant United States Attorney
Southern District of Georgia
United States Attorney's Office
P.O. Box 2017
Augusta, GA 30903

8/30/11
Date


Franklin E. Hill, Director
Superfund Division
U.S. Environmental Protection Agency
Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

8/25/11
Date

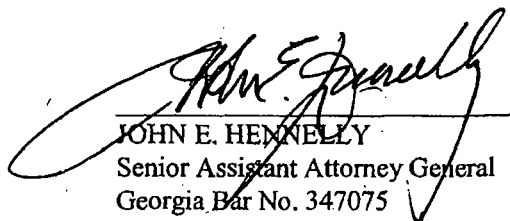

Kavita K. Batra
Associate Regional Counsel
U.S. Environmental Protection Agency
Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

FOR THE STATE OF GEORGIA

SAMUEL S. OLENS
Attorney General
Georgia Bar No. 551540

ISAAC BYRD
Deputy Attorney General
Georgia Bar No. 101150

8/3/2011
Date



JOHN E. HENNELLY
Senior Assistant Attorney General
Georgia Bar No. 347075
Office of the Georgia Attorney General
40 Capitol Square, S.W.
Atlanta, Georgia 30334-1300

APPENDIX A

APPENDIX A

List of Settling Defendants

Settling Performing Defendants

1. Airgas Carbonic, Inc.
2. Atlantic Aviation
3. Augusta Newsprint Company
4. Baldor Electric Company (Reliance Electric Company)
5. BASF Catalysis LLC (Engelhard Corporation)
6. Bassett Furniture Industries, Inc. (Bassett Furniture)
7. Beazer East, Inc. (Koppers Company, Inc.)
8. BP Products of North America, Inc.
9. Cameron International Corporation (Cooper Energy Services)
10. Carpenter Technology Corporation
11. CBS Corporation (Westinghouse Electric Corporation / Viacom Inc.)
12. Chevron Environmental Management Company (Union Oil Co. of California & Texas, Inc.)
13. Cooper Industries, LLC (H.K. Porter & Cooper Air Tools /Cooper Wiring Devices)
14. Crandall Corporation
15. Cummins, Inc. (Cummins Engine Co. / Combustion Tech. / CTI / A.E. Goetz)
16. Emerson Electric Company (Brooks Instrument / Brooks Instrument Division / Daniel Measurement and Control Division / Fisher-Rosemount Petroleum Division / Brooks-Statesboro Division)
17. Exxon Mobil Corporation (ExxonMobil Oil Corporation)
18. General Electric Company
19. Giant Cement Company
20. Giant Resource Recovery-Attalla, Inc. (M&M Chemical Co.)
21. GIW Industries, Inc.
22. Goodman Conveyor (Joy Mining Machinery)
23. Gulfstream Aerospace Corporation
24. Hobart/PMI Food Equipment Group (IL Tool)
25. Honeywell International Inc.
26. Hoover Precision Products, Inc.
27. Husqvarna Consumer Outdoor Products N.A. (American Yard Products)
28. Ingersoll-Rand Company (The Torrington Company)
29. International Paper Company
30. ITT Grinnell Inc. (ASCOA / Tyco / Citrine)
31. J.W. Harris Inc. (Harris Calorific)
32. Jacobs Chuck Manufacturing Company
33. Kennemetal Inc. (Greenfield Industries, Inc.)
34. Kimberly-Clark Corporation
35. Lithonia Lighting Products Company of Georgia
36. M. Lowenstein Corporation (Springs Industries)

37. Marathon Petroleum Company LP (Marathon Oil / MPC Investment LLC)
38. Nassau Metals Corporation (AT&T Nassau Metals Corp.)
39. NN Inc. (N&N Ball & Roller)
40. Noble Oil Services, Inc.
41. Noramco, Inc. (Johnson & Johnson)
42. Novelis Corporation (Alcan Aluminum Corporation)
43. OD Technologies, Inc. (High Performance Tube, Inc.)
44. Owens Corning
45. Perma-Fix of Orlando, Inc. (Chemical Conservation Corporation)
46. Pfizer Inc (G.D. Searle LLC)
47. PHB, Inc.
48. Plantation Pipe Line Company
49. PLI Successor Corp. (Piedmont Laboratories, Inc.)
50. Praxair, Inc.
51. Prysmian Power Cables and Systems, USA LLC (Pirelli Cable Corporation / Pirelli Power Cables and Systems, USA LLC)
52. R.E. Phelon Company, Inc.
53. Rheem Manufacturing Company
54. Rock-Tenn Company (Rock-Tenn Converting Company)
55. Ryder Truck Rental, Inc. (Ryder Systems, Inc. / Ryder Integrated Logistics, Inc.)
56. SCANA Corporation
57. Schaeffler Group USA Inc (INA Bearing Company Inc. / Andrews Bearing)
58. Shakespeare Company, LLC
59. SKF USA Inc.
60. South Carolina Department of Transportation
61. Southwire Company
62. Stevens Aviation, Inc.
63. Thermal Ceramics, Inc.
64. Thermo King Corporation
65. TransMontaigne Inc. (TransMontaigne Southeast Terminals/TransMontaigne Products Services Inc./TransMontaigne Terminals Inc./TransMontaigne Pipeline/Louis Dreyfuss Energy Corp.)
66. Univar USA Inc., (Apperson Chemicals)
67. USG Interiors, Inc. (USG Corporation)
68. Valenite, LLC
69. ZF Industries LLC

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70. 3M Company (3M Speciality Materials)
71. A & M Products Manufacturing Company
72. A & W Oil & Tire Company, Inc.
73. A.B. Beverage Company, Inc.
74. A.C. Proctors Paint & Body

75. AAA Sign Company, Inc. - Augusta, GA
76. Abbott Laboratories
77. ABC Compounding Company, Inc.
78. ADEM Motors
79. Advance Forming (Advance Forming Associates)
80. Aiken Aviation
81. Aiken County, South Carolina
82. Aiken Electric Cooperative, Inc.
83. Aiken Motorcycle Sales & Services, Inc.
84. Aiken Regional Medical Center
85. Aiken Technical College
86. Air Liquide America Specialty Gas LLC
87. Air Products and Chemicals, Inc. (Valchem)
88. Akzo Nobel / Eka Chemicals (EkaNobel)
89. Akzo Nobel Paints LLC for ICI Paints (ICI Paint Store)
90. Alchem Chemical Company
91. All Children's Hospital, Inc.
92. All Purpose Adhesives
93. Allied Technology Group Inc
94. Alma Machinery Company, Inc.
95. Alsay Incorporated
96. Altec Industries, Inc.
97. Altman Dodge
98. AMBAC International
99. American Eagle Wheel Corporation
100. American Family Life Assurance Company of Columbus (AFLAC)
101. American Tower Corporation
102. Analysts, Inc. (Analysts Maintenance Labs)
103. Anderson Brothers
104. Andrew Corporation (Andrew LLC)
105. Andy's Automotive
106. Ansaldo STS USA, Inc. (United Switch & Signal)
107. ARAMARK Uniform & Career Apparel, LLC (ARATEX Services, Inc.)
108. Architectural Metal Fabricators, Inc.
109. Armour Echkrich
110. Armstrong World Industries, Inc.
111. Arnold Palmer Cadillac
112. Arrington's Auto Sales
113. ASCO Valve Manufacturing, LLC (ASCO Valve / Automatic Switch)
114. Asheville Metal Finishing, Inc.
115. Ashplundh Tree Expert Company
116. Associated Petroleum Carriers, Inc.
117. Asten Johnson (Asten Hill)
118. Astro Pak Corporation
119. ATC Collision

120. Atlanta Gas Light Company
121. Atlanta Road Body Shop, Inc.
122. Augusta BMW (Taylor BMW)
123. Augusta Country Club, Inc.
124. Augusta Fork Lifts, Inc. (Augusta Fork Lift)
125. Augusta Hospital, LLC (Trinity Hospital of Augusta / St. Joseph Hospital)
126. Augusta Hyundai (Taylor Hyundai)
127. Augusta Industrial Coatings, Inc.
128. Augusta Industrial Services, Inc.
129. Augusta Iron & Steel Works, Inc.
130. Augusta National, Inc. (Augusta National Golf Club)
131. Augusta Service Company, Inc.
132. Augusta Southern Nationals, Inc.
133. Augusta Transportation, Inc.
134. Augusta Wood Preserving
135. Austral Insulated Products, Inc. (Von Roll Austral)
136. Avis Car Rental Group, LLC
137. Avondale Mills, Inc.
138. B & B Imported Cars, Inc.
139. B & R Body Shop
140. B. Wayne Buxton
141. Bailey Cabinet Company
142. Barrow Enterprises, Inc. (Barrow Body Shop)
143. Bartow Ford
144. Bassett Mirror Company, Inc.
145. Battle Lumber Company (Wayne Battle Lumber Co.)
146. Batts Body & Paint, Inc.
147. Bavarian Mechanic Works
148. Bayfront Medical Center
149. Beach Ford, Inc.
150. Beam's Contracting, Inc. (Beam's Paving Company)
151. Beaulieu Group, LLC (Beaulieu Fibers)
152. Behlen Mfg. Company (Farmaster)
153. BellSouth Telecommunications, Inc. (AT&T Southeast)
154. Bellwether, Inc.
155. Ben Mynatt Chevrolet Cadillac
156. Benford Construction Company
157. Bennett Brothers Yachts, Inc.
158. Benson Ford/Mercury, Inc.
159. Beverage South LLC (Beverage South, Inc.)
160. Bill Cramer Chevrolet Cadillac Buick GMC, Inc. Company (Tommy Thomas Chevrolet, Inc.)
161. Bill Currie Ford, Inc.
162. Billy Howell Ford-Lincoln
163. Blackman Uhler Chemical Company

164. Blue Flame Fuels, Inc.
165. Bob Andrews Inc.
166. Bob Bennett Ford, Inc.
167. Bob Card Ford
168. Bobby Jones Ford, Inc.
169. Boca Industries, Inc.
170. Boral Bricks, Inc.
171. Borden Dairy of Kentucky, LLC (Flav-O-Rich Dairies, LLC)
172. Bosal Industries, GA
173. Bottling Group, LLC (Pepsi-Cola / The Pepsi Bottling Company)
174. Bowles Construction Inc./Chris Bowles
175. Boxley Materials Company
176. Bradley Plywood Corporation
177. Bradshaw Olds-Cadillac
178. Brandi Petroleum (Brandi Companies / Pitt Stop #47)
179. Brasseler U.S.A. Mfg. Inc. (Brasseler USA Dental LLC)
180. Breakaway Honda
181. Brewer Cycles, Inc.
182. Bridgestone Retail Operations (Firestone Service Center)
183. Briggs & Stratton Corporation
184. Brooker Ford Inc.
185. Broward County (Broward County Aviation)
186. Broward Sheriff's Office
187. Brunswick Community Hospital, LLC (Columbia Brunswick Hospital)
188. Brunswick Corporation (US Marine Bayliner)
189. Brush & Company
190. Budget Auto Painting
191. Burke County Hospital Authority
192. Bussey's Grocery
193. C & K Machine and Fab, Inc.
194. C.R. Jackson, Inc.
195. Cameron Body Shop, Inc.
196. Campbell's Body Shop
197. Campbell's Garage
198. Cape Romain Contractors, Inc.
199. Capital Cadillac
200. Capital Ford, Inc.
201. Capro, Inc.
202. Carden's Body & Paint Service, Inc.
203. Carlisle Transportation Products, Inc. (Carlisle Tire & Rubber Company)
204. Carolina International Trucks, Inc.
205. Cary Mower & Saw, Inc.
206. Cary Oil Company, Inc.
207. Castalloy, Inc.
208. CBI Services, Inc.

209. CCX Fiberglass Products
210. Central Chevrolet
211. Central Textiles, Inc.
212. Champlin Craftsmen, Inc.
213. Chaparral Boats, Inc.
214. Cheesborough's Automatic Transmissions
215. Chem-Nuclear Systems LLC (Energy Solutions)
216. Chester County, SC
217. Chuck Clancy Ford (Chuck Clancy Ford of Marietta, LLC / Team Ford of Marietta)
218. CIBA Vision Corporation
219. Citgo Petroleum Corporation
220. City of Acworth, Georgia
221. City of Aiken, South Carolina
222. City of Augusta
223. City of Augusta's Augusta Regional Airport at Bush Field (Bush Field Airport)
224. City of Fort Lauderdale
225. City of Jacksonville
226. City of Myrtle Beach, SC
227. City of North Augusta
228. City of Thomson
229. Clariant Corporation
230. Clark Environmental, Inc.
231. Classic Collision of Buckhead, Inc.
232. Clean Harbors of Baltimore, Inc. (Chem-Clear of Baltimore, Inc.)
233. Clemson University
234. Club Car, LLC (Club Car Ingersol Rand)
235. CMS Garage
236. Coastal Industries, Inc.
237. Coastal Waterproofing, Inc.
238. Coats and Clark, Inc.
239. Coca-Cola Bottling Co. Consolidated
240. Coca-Cola Bottling Company United, Inc.
241. Coca-Cola Enterprises, Inc. (Coca-Cola Refreshments USA, Inc.)
242. Coca-Cola USA (Coca-Cola Refreshments USA, Inc.)
243. Cogsdill Tool Products, Inc.
244. Colonial Pipeline Company
245. Coloplast Corporation
246. Columbia County School District
247. Columbia County, Georgia
248. Columbia Nissan, 3670 Fernandina Road
249. Commonwealth of Virginia Department of General Services
250. Communicorp, Inc
251. ConAgra Foods, Inc. (ConAgra, Inc. / ConAgra Feed Company)
252. Concord Fabrics, Inc.
253. Conley Buick, Inc.

254. ConocoPhillips Company (Conoco, Inc.)
255. Consolidated Metals
256. Continental Commercial Products, LLC (Glit)
257. Continental Tire the Americas, LLC (General Tire, Inc.)
258. Cook-Whitehead Ford, Inc.
259. Corvette & Camaro Craftsman, Inc.
260. County Board of Education of Richmond County, Georgia
261. County of Newberry
262. County of Orangeburg
263. Coyne International Enterprises Corp. (Clean Towel Service)
264. Crabapple16920, LLC
265. Crane Merchandising Systems, Inc. (Dixie-Narco, Inc.)
266. Croft, LLC (Croft Metals, Inc.)
267. Crothall Healthcare, Inc.
268. Crown Central, LLC (Crown Petroleum)
269. Crown Cork & Seal Company, Inc.
270. Crown Pontiac
271. CSRA Camperland, Inc.
272. CSX Transportation, Inc.
273. Culpepper Lumber Company, Inc.
274. Culpepper Motor Company
275. Curry Honda
276. Custom Paint & Body, Inc.
277. Custom Synthesis LLC (Fibre Chemicals)
278. CVS Pharmacy, Inc. (Revco D.S. Inc.)
279. Cytec Industries Inc. (UCB Chemical Corp.)
280. Dale Jarrett Ford, Inc.
281. Dan Vaden Chevrolet, Inc.
282. David Wilson Paint & Body Shop, Inc.
283. Davidson County Schools
284. Davis Hauling Company, Inc.
285. Day's Chevrolet, Inc.
286. Daytona Dodge Chrysler (Jim Peacock Dodge)
287. Dean's Auto & Alignment
288. Deerfield Specialty Papers, Inc.
289. Dekalb Collision Center, Inc.
290. Delta Air Lines, Inc.
291. Delta Apparel, Inc.
292. Depot Food Store #129
293. Devro, Inc. (Teepak Inc.)
294. Dick Keffer Pontiac Buick GMC Truck, LLC
295. Dick Shirley Chevrolet
296. DII Industries, LLC (Dressor Pump)
297. Doctors Hospital of Augusta, LLC (Doctors Hospital / Columbia-Augusta Medical Center)
298. Dodgeland of Columbia

- 299. Don Jackson Lincoln Mercury, Inc.
- 300. Doosan Infracore America Corp. (Daewoo Equipment Corp.)
- 301. Dornier MedTech America Inc. (Dornier Medical Systems)
- 302. Drew Amusement Operators (Drew Expedition)
- 303. Dunlap-Johnson Chevrolet Co., Inc.
- 304. Dunlop Slazenger Corporation
- 305. Dyer, Inc. (Dick Dyer Toyota)
- 306. E.I. du Pont de Nemours and Company
- 307. Eagle Bridges Company, Inc.
- 308. Eargles Paint & Body Shop
- 309. Eason Diving & Marine Contractors, Inc.
- 310. East Cooper Paint & Body Shop, Inc.
- 311. Eastern Aviation Fuels, Inc.
- 312. Eastern Plating, Inc.
- 313. Eastman Chemical Company (Carolina Eastman Company)
- 314. Eaton Aeroquip, LLC (Aeroquip Corporation)
- 315. Eaton Corporation
- 316. Echerer Painting Contractor, Inc.
- 317. Eckart America
- 318. Econo Cars Inc.
- 319. Ed Howard Lincoln Mercury, Inc.
- 320. Ed Voyles Acura
- 321. Edd Kirby Chevrolet, Inc.
- 322. EFCO a Pella Company
- 323. Electric Boat Corporation (General Dynamics)
- 324. Electrical Equipment Company
- 325. Elixir Industries
- 326. Excell Refrigeration of SC
- 327. Express Container Services (Mast Tank Cleaning)
- 328. F N Manufacturing, LLC
- 329. Fairway Ford, Inc.
- 330. Fairway Ford, Inc. (Fairway Auto Body Shop Repair)
- 331. FedEx Express
- 332. Fender Mender of N.Charleston Inc.
- 333. Fesco International
- 334. FinishMaster, Inc.
- 335. Finuf Sign Company, Inc.
- 336. FirstFleet, Inc.
- 337. Flexible Technologies, Inc.
- 338. Flint Equipment Co.
- 339. Flint Hills Resources, LP
- 340. Florence Darlington Technical College
- 341. Florida Components Corporation (Mini-Circuits)
- 342. Florida Department of Environmental Protection
- 343. Florida Detroit Diesel

- 344. Florida Division of Forestry (Florida Forest Service)
- 345. Fluor Enterprises, Inc.
- 346. Forest Hills Golf Club
- 347. Formed Fiber Technologies (Star Fibers)
- 348. Fort Lauderdale Lincoln
- 349. Fountain Inn Body Works, Inc.
- 350. Fowler Products Company
- 351. Fulghum Industries, Inc.
- 352. Furniture Doctor, Inc.
- 353. Futo's Body Shop, Inc.
- 354. Garrett Aviation Services, LLC
- 355. Gem Southeast, Inc.
- 356. Gene Davis Management
- 357. General Cable Corporation
- 358. General Dynamics Ordnance and Tactical Systems, Inc.
- 359. George Ballentine Ford, Inc. (Ballentine Collision Repair)
- 360. Georgia Crown Distributing Company
- 361. Georgia Waste Systems, Inc.
- 362. Georgia-Pacific LLC
- 363. Gilbarco, Inc.
- 364. Ginn Motor Company
- 365. Givaudan Fragrances Corporation
- 366. Glaxo SmithKline LLC (SmithKline Beecham)
- 367. Globe Communications Corp.
- 368. Glock, Inc.
- 369. Golden Pantry Food Stores, Inc.
- 370. Goldkist (Pilgrim's Pride)
- 371. Good Motor Company
- 372. Goodman Decorating Company
- 373. GPI Atlanta-T, Inc. (World Toyota / Kelley Toyota)
- 374. Grant Body Shop, Inc.
- 375. Grant Park Homes, L.P.
- 376. Graphic Packaging Corp.
- 377. Green Ford Isuzu
- 378. Greenville County Vehicle Service Center
- 379. Greenville Marine & Sport Center, Inc.
- 380. Greenville Technical College
- 381. Greenville-Spartanburg Airport
- 382. Greenway Ford (McHerney Ford)
- 383. Greenwood Mills, Inc.
- 384. Greenwood Petroleum Company, Inc.
- 385. Greg Gaskins & Company, Inc.
- 386. Griffin's Auto Paint & Body
- 387. Guilford Mills, Inc.
- 388. Gunn Automotive, Inc.

- 389. H & M Auto Care, Inc.
- 390. H.B. Zachry Company
- 391. Hadwin-White Pontiac-Buick-GMC
- 392. Halocarbon Products Corp.
- 393. Hampton Automotive Inc.
- 394. Hanson Aggregates Southeast, LLC (Benchmark of Carolina)
- 395. Harbor Branch Oceanographic Insitute Foundation
- 396. Hardee's Food Systems, Inc.
- 397. Hardy Chevrolet, Inc.
- 398. Harley's Truck Equipment & Auto Sales
- 399. Harris Teeter, Inc.
- 400. Harrison's Body Shop, Inc.
- 401. Haworth, Inc. (Global Business Furniture)
- 402. Hayes Chrysler Dodge Jeep
- 403. HD Supply Construction Supply Ltd. (HD Supply GP & Management, Inc. / The Home Depot Inc.)
- 404. Hennessy Cadillac, Inc. (Hennessy Buick Pontiac GMC)
- 405. Heritage Operating, LP (Eaves Oil)
- 406. Hernandez Auto Painting and Bodyworks Inc.
- 407. Hertz Equipment Rental
- 408. Hess Corporation
- 409. Heyward Allen Motor Company, Inc.
- 410. Highland Industries, Inc.
- 411. Hill and Sons LLC (Hill Parts)
- 412. Hit Promotional Products, Inc.
- 413. Hi-Tec Plating, Inc.
- 414. Hi-Tech Fabrication, Inc.
- 415. Hollister Incorporated
- 416. Holmes Oil Company, Inc. (Kenan Oil Company Inc.)
- 417. Hoover Chrysler Jeep/Hoover Mitsubishi
- 418. Hopkins Oil Company, Inc.
- 419. Horne Ford
- 420. Horry Georgetown Technical College
- 421. Horton Components
- 422. Hughes Motors, Inc.
- 423. Hydro Conduit Corporation (Southern Aggregates Company)
- 424. Ideal Lease (Carolina Ideal Lease)
- 425. Imperial Die Casting
- 426. Insituform Technologies, Inc.
- 427. Insulfab Plastics, Inc.
- 428. International Auto Processing, Inc.
- 429. Irmo Body Shop, Inc.
- 430. J & L Auto Body, Inc.
- 431. J. Marion Sims Foundation, Inc. (Elliot White Springs Memorial Hospital)
- 432. J.C. Stockton & Son, Inc.

- 433. J.M. Huber Corporation
- 434. J.M. Manufacturing Co., Inc.
- 435. J.W. Yonce & Sons Inc
- 436. Jackie Mauldin, Inc.
- 437. Jay Auto Mall
- 438. Jefferson County Board of Commissioners
- 439. Jet Food Stores of Georgia, Inc. (NO. 461)
- 440. Jim Hardman Pontiac Buick GMC Truck, Inc.
- 441. Jim Peach Motors, Inc.
- 442. Jim Tidwell Ford, Inc.
- 443. John Bodie Sons Inc.
- 444. John Deere Commercial Products and Deere & Company
- 445. John Harris Body Shop
- 446. John Thornton Chevrolet (Thornton Chevrolet)
- 447. John's Collision Center
- 448. Johnson Controls, Inc.
- 449. Johnson Utilities, Inc.
- 450. Jones Creek Investors, LLC (Jones Creek Golf Club)
- 451. Jones Ford, Inc.
- 452. JPS Composite Materials Corp
- 453. Jupiter Bathware, Inc. (Universal Rundle Corp.)
- 454. K & B Auto Service
- 455. K & M Systems
- 456. Kaba Ilco Corp . (Ilco Unican)
- 457. Kalmia Motors, Inc. (Satcher Motor Company)
- 458. Kantus Corp.
- 459. Kaydon Corporation
- 460. Keffer, Inc. (Keffer Chrysler Jeep Dodge)
- 461. Kemira, Inc.
- 462. Kenworth of Dothan, Inc.
- 463. Kerr Group (Berry Plastics)
- 464. Kim's Pantry
- 465. Kinder Morgan Bulk Terminals Inc.
- 466. King Cadillac Buick GMC Inc.
- 467. Kissimmee Utility Authority
- 468. Kolors by Keisler
- 469. Komatsu Forklift USA LLC
- 470. Koyo Corporation of USA (American Koyo)
- 471. Kraft Foods Global, Inc. (Nabisco, Inc.)
- 472. K-T Clay (Kentucky Tennessee Clay Company)
- 473. Kubota Manufacturing of America Corporation
- 474. Kwalu Proprietary, LLC (Kwalu Furniture)
- 475. Kwik File (Mayline Company)
- 476. L & B Motors, Inc.
- 477. L.B. Foster Company

- 478. L.P. Thebault
- 479. Lafarge Building Materials Inc. (Blue Circle Cement)
- 480. Laidlaw International (First Group America)
- 481. Lamar County Regional Solid Waste Authority
- 482. Landcrafters, Inc.
- 483. Lapco Industries, Inc
- 484. Lavista Oil 957 LLC
- 485. Lawrenceville Body & Paint
- 486. Lee Iron & Metal Co., Inc.
- 487. Lee Motor Company, Inc.
- 488. Lee Pontiac Oldsmobile
- 489. Lester's Body & Paint Shop
- 490. Lexington County Health Services District, Inc. (Lexington Medical Center)
- 491. Liberty Lincoln Mercury
- 492. Lindau Chemicals, Inc.
- 493. Linde, LLC
- 494. Liz Claiborne, Inc. (Amity Dying and Finishing / L.C. Dying Inc.)
- 495. Louisiana-Pacific Corporation
- 496. Love Chevrolet-Olds
- 497. Luck Stone Corporation
- 498. M & L Motor Company Inc.
- 499. M I Metals, Inc.
- 500. M.B. Kahn Construction Company, Inc.
- 501. Mack Trucks, Inc.
- 502. Macuch Steel Products, Inc.
- 503. Magnum Collision Repair Center (Magnum Auto body & Painting)
- 504. Management Engineering Associates, Inc.
- 505. Maner Building Supply Company
- 506. Marietta Dodge Inc.
- 507. Mark Pittman
- 508. Mars Petcare US - Columbia, SC (KalKan)
- 509. Martin Car Financing (Milton Martin Toyota)
- 510. Martin Marietta Materials, Inc.
- 511. Martinez Volunteer Fire Department, Inc.
- 512. Martinsville Stone Corporation
- 513. Master Fabricators
- 514. Master Pontiac Buick GMC, Inc.
- 515. Mastercraft Auto & Truck Service
- 516. Mayer Industries, Inc. (Mayer-Wildman)
- 517. Mays Equipment
- 518. Mays International
- 519. McAllister Square Mall
- 520. McBrayer Chrysler
- 521. McCorkle Nurseries, Inc
- 522. McKenney Chevrolet, Inc.

- 523. McKenney's Inc.
- 524. McLaughlin Motor Inc.
- 525. McLean's Refinishing, Inc.
- 526. Meadwestvaco Corporation (Westvaco Timberlands)
- 527. Meco Inc. of Augusta
- 528. Medical University of South Carolina
- 529. Meineke of Gastonia
- 530. Mell Paul's Body Shop
- 531. Mesteck, Inc.
- 532. Metokote Corporation
- 533. Metrac, Inc.
- 534. MGW Precision, Inc.
- 535. Miami Crating Company
- 536. Miami-Dade Aviation Department (Miami International Airport)
- 537. Miami-Dade County Department of Environmental Resources Management (DERM)
- 538. Miami-Dade Water and Sewer Department
- 539. Michelin North America, Inc.
- 540. Michigan Recovery Systems, Inc.
- 541. Midland Paint & Body Inc.
- 542. Midlands Technical College
- 543. Midwest Steel Company, Inc.
- 544. Milk Products, LLC (Bordens Milk)
- 545. Mill Cabinet Shop, Inc.
- 546. Miller Cadillac, Inc.
- 547. Millhaven Company, Inc. (Millhaven Plantation)
- 548. Milliken & Company
- 549. Minit Lube
- 550. Miracle Strip Body Shop, Inc.
- 551. Modern Motors of Thomasville, Inc.
- 552. Modern Welding Company of Georgia, Inc.
- 553. Mohawk Industries, Inc.
- 554. Monierlifetile, LLC
- 555. Montco Research Products, Inc.
- 556. Moore Hudson Oldsmobile
- 557. Morgan Corporation
- 558. Morrison Frame & Body Shop, Inc.
- 559. Morse Operations, Inc. (Ed Morse Chevrolet)
- 560. Morton Plant Mease Hospital
- 561. Motion Industries, Inc.
- 562. Moultrie Manufacturing Company
- 563. Mount Sinai Medical Center
- 564. Mundy Construction Inc.
- 565. Nalley Acura
- 566. Nalley Motor Trucks
- 567. National Icee Corporation (J & J Snack Food Corporation)

- 568. National Spinning Company, Inc.
- 569. NBSC
- 570. NCR Corporation (AT&T Global Information Solutions Company)
- 571. Nelson Preferred Painting
- 572. Newsome Auto World
- 573. Nichols Land & Investment Company
- 574. Nicolon Corporation
- 575. Nimnicht Chevrolet Company
- 576. Norfolk Redevelopment and Housing Authority
- 577. Norfolk Southern Corporation
- 578. North Carolina Forest Service (N.C. Forest Commission)
- 579. Northeast Landfill, LLC (Northeast Sanitary Landfill, Inc.)
- 580. Nucor Corporation
- 581. NuTek & Associates, Inc.
- 582. Olympic Enterprises Inc.
- 583. Omtron USA LLC (Townsend)
- 584. Optima Chemical Group LLC
- 585. Orangeburg-Calhoun Technical College
- 586. Overnite Corporation (Overnight Transportation)
- 587. Pace Analytical Services Inc.
- 588. Palm Beach Biltmore Condominium Association, Inc.
- 589. Palmetto Ford, Inc.
- 590. Palmetto Health (Richland Memorial Hospital)
- 591. Palmetto Paint & Body Works
- 592. Panalpina, Inc.
- 593. Parkway Ford, Inc.
- 594. Patriot Transportation Holding, Inc. (Infinger Transportation Company)
- 595. Patterson & Associates, Inc. (Patterson Buick GMC)
- 596. Patterson Pump Company
- 597. Peach State Ford Truck Sales, Inc.
- 598. Pee Dee Pathology Assoc. PA
- 599. Pendarvis Chevrolet Company, Inc.
- 600. Pennington Seed, Inc.
- 601. Pepperidge Farm, Inc.
- 602. Peridot Chemical Company (General Chemical)
- 603. Perry Ellis Menswear LLC (Perry Ellis International Inc. / Salant Corporation)
- 604. Perry Tritech (Perry Slingsby Systems)
- 605. PetroLiance LLC (Petroleum Analysis LLC)
- 606. Pharmacia Corporation (Monsanto Company)
- 607. Phenix Supply Company
- 608. Phillips Recoveries, Inc. (the Phillips Company)
- 609. Pike Electric, LLC
- 610. Pitt County Schools
- 611. Plant Machine & Welding, Inc
- 612. PMP, Inc.

- 613. Polar Air Cargo, LLC
- 614. Pontiac Foods, Inc.
- 615. Pool Spa Holdings, Inc. (Advantis Technologies)
- 616. PQ Corporation (The PQ Corp.)
- 617. Precision Truck Services, Inc.
- 618. Professional Collision (Professional Body)
- 619. Progress Rail Services Corporation
- 620. Protec Cooling Tower, Inc.
- 621. PS Energy Group Inc. (Petroleum Source & Systems Group, Inc.)
- 622. Publix SuperMarkets Inc.
- 623. Pugmire Lincoln Mercury, Inc.
- 624. Pulaski Furniture Company & Home Meridian International
- 625. Pulliam Lumber Company, Inc.
- 626. Pulliam Wray Mazda Volkswagen
- 627. Queensborough National Bank & Trust Company (First National Bank & Trust Co.)
- 628. R & H Maxxon
- 629. R & R Truck Repair, Inc.
- 630. R & W Auto Parts
- 631. R W Allen & Associates, Inc.
- 632. R. J. Reynolds Tobacco Company
- 633. R.D. Brown Contractors, Inc.
- 634. R.D. Simpson, Inc.
- 635. R.L. Jordan Oil Co.
- 636. R.T. Vanderbilt Company, Inc. (Dixie Clay Company)
- 637. Racetrac - N. Columbia Hwy.
- 638. Racetrac Petroleum, Inc.
- 639. Randolph County Board of Education (Schools)
- 640. Raytheon Company
- 641. Reco USA (Reco Industries)
- 642. Reichhold, Inc. (Reichhold Chemicals)
- 643. Remtech Engineers
- 644. Renosol Corporation
- 645. Republic Services of South Carolina, LLC (Fennell Container Co, Inc. / Fenn-Vac, Inc.)
- 646. Revest (Steelcase, Inc.)
- 647. Rhodia Inc. (Alkaril Chemicals, Inc.)
- 648. Richard Goettle, Inc.
- 649. Richards Body Works, Inc. (Richards Paint and Body Works, Inc.)
- 650. Richard's Wrecker Service
- 651. Richmond Bonded Warehouse (RBW Logistics Corp.)
- 652. Richmond County
- 653. Richmond Supply Company
- 654. Rick's Paint and Body, Inc.
- 655. Riegel Consumer Products (Mount Vernon Mills, Inc.)
- 656. Rite Aid
- 657. Ritz Instrument Transformers

- 658. Riverside Buick Cadillac
- 659. Riverside Ford, Inc.
- 660. Robert Bosch LLC - Charleston, SC
- 661. Rocky Mount - Wilson Airport
- 662. Roger Holler Chevrolet Company, a Florida Corporation (R. Holler Chevrolet)
- 663. Rogers Classic Collision, Inc.
- 664. Rolls-Royce North America Holdings Inc. (Jered Brown Brothers Inc.)
- 665. Royston LLC (Royston Manufacturing Company)
- 666. Rozier Ford Lincoln, Inc.
- 667. RR Donnelley & Sons Company (Moore Business Forms)
- 668. RR Donnelley & Sons Company (Wallace Computer Service)
- 669. Rutgers Organics Corporation (Rutgers Nease Chemical)
- 670. S.L. Munson & Company
- 671. Safety-Kleen Systems, Inc.
- 672. SAF-Holland USA, Inc. (Holland Hitch Company)
- 673. Saint Bartholomew Church
- 674. Sample & Son Inc.
- 675. Sanders Truck Transportation Company, Inc.
- 676. Sandoz Chemicals Corporation
- 677. Sandy Springs Toyota
- 678. Sanford, L.P., (Dymo)
- 679. Savings, Carolina Division (Dodge's Store Highway 25 South, Edgefield, SC)
- 680. Schaeffer BMW, Inc. (Schaeffer Buick, Inc.)
- 681. Schenker, Inc. (Schenker International, Inc.)
- 682. Schneider Electric USA, Inc. (Square D Company)
- 683. School Board of Brevard County (DeLaura Middle School)
- 684. Schooley Cadillac (AN Cadillac WPB, LLC / Maroone Cadillac)
- 685. Schumacher Buick, Inc.
- 686. SCI South Carolina Funeral Services, Inc. (Woodlawn Memorial Park)
- 687. Scollon Productions, Inc.
- 688. Scott Bridge Company, Inc.
- 689. Scott Cars Inc.
- 690. Scovill, Inc.
- 691. Sears, Roebuck and Company
- 692. Sebastian Aero Service, Inc.
- 693. Selig Enterprises
- 694. Seminole Marine Inc.
- 695. Seydel Companies
- 696. Shaw Industries Group, Inc.
- 697. Shumaker Furniture Service
- 698. Siemon Realty (Siemons, Inc.)
- 699. Silvereagle (Arnold Transportation Services, Inc.)
- 700. Silverstein's
- 701. Sitton Buick GMC Saab
- 702. SleeveCo, Inc.

- 703. SMG (North Charleston Coliseum & Performing Arts Center)
- 704. Smithfield Packing Company
- 705. Smith's Chevron Inc.
- 706. Snap-on Tools Company, LLC
- 707. Solvay Advanced Polymers, LLC (Amoco Performance Products)
- 708. Sommers Oil Company
- 709. Sonic-Newsome Chevrolet
- 710. Sonoco Products Company (Engraph)
- 711. South Carolina Department of Commerce
- 712. South Carolina Department of Corrections
- 713. South Carolina Department of Education: Barnwell Public Schools
- 714. South Carolina Department of Education: Beaufort County
- 715. South Carolina Department of Education: Colleton County
- 716. South Carolina Department of Education: Dorchester County
- 717. South Carolina Department of Education: Florence County
- 718. South Carolina Department of Education: Greenville County Enoree Career Center
- 719. South Carolina Department of Education: Horry County
- 720. South Carolina Department of Education: Lexington County
- 721. South Carolina Department of Education: Marlboro County
- 722. South Carolina Department of Education: Newberry County School District, Newberry County Career Center
- 723. South Carolina Department of Education: Richland County
- 724. South Carolina Department of Education: Spartanburg County
- 725. South Carolina Department of Education: Sumter County
- 726. South Carolina Department of Education: Union County
- 727. South Carolina Department of Health & Environmental Control
- 728. South Carolina Department of Juvenile Justice
- 729. South Carolina Department of Natural Resources
- 730. South Carolina Department of Public Safety
- 731. South Carolina Law Enforcement Division
- 732. South Carolina State Museum
- 733. South Carolina State Ports Authority
- 734. Southeastern Equipment Company, Inc.
- 735. Southeastern Freight Lines, Inc.
- 736. Southeastern Newspapers
- 737. Southeastern Petroleum Systems, Inc.
- 738. Southern Felt Company, Inc.
- 739. Southern Nuclear (Plant Vogtle)
- 740. Southtowne Hyundai (Southtowne Motors Inc.)
- 741. Span Packaging Services LLC (Spann-Contract Packaging)
- 742. Speedway LLC (Speedway Super America)
- 743. SPX Corporation (Marley Cooling Tower)
- 744. SPX Corporation (Marley Electrical Heating)
- 745. SPX Corporation (Metal Forge Company)
- 746. St Joseph's Hospital, Inc.

- 747. St. Mary Help of Christians Catholic Church
- 748. Standard Concrete Products, Inc.
- 749. Standard Concrete Products, Inc. (Gary Concrete)
- 750. Standard Hall Group
- 751. Starrette Trucking Company, Inc.
- 752. Station House
- 753. Steel & Pipe Corporation
- 754. Sterling Collision Centers, Inc. (Alpha Collision Center, Inc.)
- 755. Stevens Graphics, Inc.
- 756. Sticky Business Corp.
- 757. Strongwell Corporation
- 758. Stuckey Brothers Parts Company, Inc.
- 759. Summit Collision Centers Inc. (Summit Paint & Body)
- 760. Sun Chemical Corporation
- 761. Superior Carriers, Inc.
- 762. Superior Dental & Surgical Manufacturing Co., Inc.
- 763. Superior Motors
- 764. Supreme Corporation
- 765. Swedish Imports
- 766. Sylvania Peanut Company (Golden Peanut Company, LLC)
- 767. T C Baycor
- 768. Tar Heel Ford
- 769. TDY Industries, Inc. (Waterboro)
- 770. Technical Coatings Co.
- 771. Teledyne Technologies Incorporated (TDY Industries, Inc. / Teledyne Industries, Inc./ Teledyne CAE Gainesville GA site)
- 772. Teradata Corporation (NCR Corporation)
- 773. Terex USA LLC (American Crane)
- 774. Terry Cullen Southlake Chevrolet
- 775. Textron Inc. (E-Z-Go Textron)
- 776. Textron, Inc. (Sabre Textron)
- 777. The Boeing Company (Boeing Logistics Spares, Inc. / Boeing Georgia, Inc.)
- 778. The Citadel
- 779. The Condoliated School District of Aiken County
- 780. The Gillette Company
- 781. The Goodyear Tire & Rubber Company
- 782. The Hartz Mountain Corporation (Georgia-Tennessee Mining Company)
- 783. The Lubrizol Corporation (Ross Chemical, Inc.)
- 784. The Minister Machine Company (Precision Tool)
- 785. The NutraSweet Company
- 786. The Pantry, Inc.
- 787. The Pep Boys - Manny, Moe & Jack, a Pennsylvania Corporation (Pep Boys Store #43)
- 788. The Pep Boys - Manny, Moe & Jack, a Pennsylvania Corporation (Pep Boys Store #44)
- 789. The Procter & Gamble Manufacturing Company
- 790. The Sherwin-Williams Company

791. The Southern Operations of U.S. Can Company (United States Can Company / Ball Aerosol and Specialty Container, Inc., / Ball Corporation)
792. The Starflo Corporation
793. The University of North Carolina at Chapel Hill (UNC Athletic Department)
794. The Viking Distillery, Inc.
795. Thompson International (McKechnie Vehicle Components)
796. Thornton Realty Co.
797. Threlkeld Motor Company
798. ThyssenKrupp Elevator Corporation (Dover Elevator Company)
799. Tim's Auto Paint & Body Shop, Inc.
800. Tinsley Chevrolet Co., Inc.
801. Total Petrochemicals USA, Inc. (Fina)
802. Town and Country Ford
803. Town of Chapel Hill (Chapel Hill Transit)
804. TRANE U.S. Inc. (Georgia TRANE)
805. Triad Freighliner of Greensboro Inc
806. Tri-Development Center of Aiken County, Inc. (Tri-Co Development Center)
807. Troncalli Chrysler Plymouth
808. TTX Company
809. Tuomey Regional Medical Center
810. Tupperware
811. Turnberry Isle Resort & Club
812. Tyco Healthcare Group LP (Kendall Co.)
813. Tyco International for Mueller Company
814. U.S. Corrugated, Inc. (Somerset Fiber / Lin-Pac Corp)
815. U.S. Silica Company
816. U-Haul Corp.of Southern GA
817. Ultra Additives LLC (Munzing)
818. United Energy Inc.
819. United Parcel Services, Inc. (OH)
820. United Refining Company
821. United Technologies Corporation (Beverage Air Company)
822. United Technologies Corporation (Kidde Fenwal, Inc. - Chemtron Fire Systems)
823. United Technologies Corporation (Kidde Fenwel, Inc. - Figgie Fire Protection Systems)
824. United Technologies Corporation (United Technologies Diesel Systems, Inc.)
825. United Telephone Company of the Carolinas LLC (CenturyLink)
826. Universal Chevrolet Company
827. University Ford, Inc.
828. University Hospital
829. University of South Carolina
830. US Battery Mfg. Co.
831. Utility Trailer Manufacturing Co.
832. Vallery Industries, Inc. (Armstrong Nautical Products)
833. Van Landingham Buick Pontiac
834. Vann York, Inc. (Vann York Pontiac, Inc.)

- 835. Varn Realty
- 836. Veratec, Inc.
- 837. Vic Bailey Lincoln Mercury
- 838. Virginia Fibre Corporation (Greif)
- 839. Vital Pharma, Inc
- 840. Volusia Mall, LLC (CBL & Associates Management)
- 841. Vopak Terminal Savannah Inc. (PakTank Corporation)
- 842. Vopak Terminal Savannah, Inc. (Panocean Southland, Inc.)
- 843. W.C. Manufacturing & Specialty Company
- 844. W.R. Grace & Co. -Conn.
- 845. W.W.Williams Southeast, Inc. (Dixie Power Systems)
- 846. Wabtec (WABCO Passenger Transit)
- 847. Wake Technical Community College
- 848. Wal Mart
- 849. Wallace and Son
- 850. Walt Disney Parks & Resorts US (Disney's Vacation Villas)
- 851. Walter L. Sheppard Community Blood Center (Sheppard Community Blood Center)
- 852. Washington County Regional Medical Center (Sanderville Hospital)
- 853. Washington Electric Membership Corporation
- 854. Waterco U.S.A., Inc. (Baker Hydro, Inc.)
- 855. Wellman, Inc.
- 856. West Georgia Medical Center Inc. (West Georgia Health Sytem)
- 857. Western Auto Supply Company
- 858. Western Waterproofing Company
- 859. Weyerhaeuser
- 860. Wheelabrator Group, Inc.
- 861. Whirlpool Corporation (Admiral Corporation - Division of Magic Chef)
- 862. Whitton Radiator & Muffler
- 863. Wilburn Auto Body Shop, Inc
- 864. Wilbert Burial Vault Co., Inc.
- 865. William Satcher
- 866. Williamson-Dickie Mfg. Co. (Dickies Industrial Servcies, Inc.)
- 867. WinkoMatic
- 868. Winsor & Jerauld
- 869. Winthrop University
- 870. Wise Foods, Inc. (Wise Chips)
- 871. Withers Industries Inc.
- 872. Wolverine Brass, Inc.
- 873. Woodgrain Millwork, Inc.
- 874. World Wide Manufacturing
- 875. Worth Industrial Coatings, LLC
- 876. Wrenn Handling, Inc.
- 877. Wren's Body Shop, Inc.
- 878. Wrigley (Mars, Incorporated)
- 879. WSP Environment & Energy, LLC (Environmental Strategies, LLC)

- 880. Yelverton Truck Repair, Inc.
- 881. Youmans Chevrolet Co.
- 882. YRC Inc. (Roadway Express Inc.)
- 883. Zep Inc. (Selig Chemical)
- 884. Zep, Inc.

Settling De Minimis State Agencies

- 885. Augusta State University (Board of Regents of the University System of Georgia)
- 886. Board of Regents for the University System of Georgia on Behalf of Georgia Health Sciences University (formerly Medical College of Georgia)
- 887. Georgia Department of Behavioral Health & Developmental Disabilities (for Georgia Regional Hospital & Gracewood State School & Hospital)
- 888. Georgia Department of Corrections (for Augusta Correctional and Medical; Augusta State Medical Prison; Hancock Correctional Institute; and Washington State Prison)
- 889. Georgia Department of Natural Resources
- 890. Georgia Department of Public Health (Georgia Public Health Laboratory)
- 891. Georgia Department of Transportation
- 892. Georgia Forestry Commission
- 893. Georgia World Congress Center Authority
- 894. Lanier Technical College (Technical College System of Ga.)
- 895. The University of Georgia/Rock Eagle 4-H Center

APPENDIX B

APPENDIX B

List of Settling Performing Defendants

1. Airgas Carbonic, Inc.
2. Atlantic Aviation
3. Augusta Newsprint Company
4. Baldor Electric Company (successor by merger to Reliance Electric Company)
5. BASF Catalysts LLC (f/k/a Engelhard Corporation)
6. Bassett Furniture Industries, Inc. and its subsidiaries, including Bassett Furniture Industries of North Carolina, LLC
7. Beazer East, Inc. f/k/a Koppers Company, Inc.
8. BP Products North America Inc.
9. Cameron International Corporation, f/k/a Cooper Energy Services
10. Carpenter Technology Corporation
11. CBS Corporation/Westinghouse Electric Corporation/Viacom Inc.
12. Chevron Environmental Management Company, for itself and on behalf of Union Oil Company of California and Texaco Inc.
13. Cooper Industries, LLC for itself as successor-in-interest to Cooper Industries, Inc. and Metalux, and as successor in interest to certain liabilities of H.K. Porter, Inc. and Cooper Air Tools, and for Cooper Wiring Devices, Inc. f/k/a Eagle Electric Manufacturing Co., Inc.
14. Crandall Corporation
15. Cummins Engine Co. (FKA Combustion Tech., CTI; A.E. Goetz)
16. Emerson Electric Co., for itself and on behalf of its Brooks Instrument Division and its former Daniel Measurement and Control Division (formerly operating as Fisher-Rosemount Petroleum Division; formerly operating as Brooks-Statesboro Division) (d/b/a Daniel-Brooks Petroleum, Fisher-Rosemount Petroleum, Brooks Instrument, and Brooks Instrument Division), Daniel Industries, Inc. (wholly-owned subsidiary of Emerson Electric Co.), and Daniel Measurement and Control, Inc. (a wholly-owned subsidiary of Daniel Industries, Inc.)
17. Exxon Mobil Corporation and ExxonMobil Oil Corporation
18. General Electric Company
19. GIW Industries, Inc.
20. Giant Cement Company
21. Giant Resource Recovery - Attalla, Inc.
22. Goodman Conveyor [Joy Mining Machinery]
23. Gulfstream Aerospace Corporation
24. High Performance Tube
25. Hobart/PMI Food Equipment Group
26. Honeywell International Inc.
27. Hoover Precision Products, Inc.
28. Husqvarna Consumer Outdoor Products N.A., Inc. as successor in interest to Husqvarna Outdoor Products, Inc.
29. Ingersoll-Rand Company on behalf of The Torrington Company
30. International Paper Company
31. ITT Grinnell Inc. & ASCOA (Tyco) (Citrine)

32. J. W. Harris Inc.
33. Jacobs Chuck Manufacturing Company, its predecessors and successors
34. Kennametal Inc., as successor to Greenfield Industries, Inc.
35. Kimberly-Clark Corporation
36. Lithonia Lighting
37. M. Lowenstein Corporation
38. Marathon Petroleum Company LP
39. Nassau Metals Corporation (f/k/a AT&T Nassau Metals Corp.), its parents, affiliates, predecessors and successors in interest
40. NN, Inc.
41. Noble Oil Services, Inc.
42. Noramco, Inc.
43. Novelis Corporation (f/k/a Alcan Aluminum Corporation)
44. Owens Corning
45. Perma-Fix of Orlando, Inc. (f/k/a Chemical Conservation Corporation)
46. Pfizer Inc on behalf of itself and its subsidiaries including G. D. Searle LLC
47. PHB, Inc.
48. PLI Successor Corp., f.k.a Piedmont Laboratories, Inc.
49. Plantation Pipe Line Company
50. Praxair, Inc.
51. Prysmian Power Cables and Systems USA, LLC, as successor to Pirelli Cable Corporation and Pirelli Power Cables and Systems USA, LLC (change of name)
52. R.E. Phelon Company, Inc.
53. Rheem Manufacturing Company
54. Rock-Tenn Company for itself and on behalf of its affiliates, including Rock-Tenn Converting Company
55. Ryder Truck Rental, Inc., Ryder System, Inc. and Ryder Integrated Logistics, Inc.
56. SCANA Corporation on behalf of itself and its subsidiaries
57. Schaeffler Group USA Inc. f/k/a INA Bearing Company Inc. and as successor to Andrews Bearing
58. Shakespeare Company, LLC
59. SKF USA Inc.
60. South Carolina Department of Transportation
61. Southwire Co.
62. Stevens Aviation, Inc.
63. Thermal Ceramics, Inc.
64. Thermo King Corporation
65. TransMontaigne Inc./TransMontaigne Southeast Terminals/TransMontaigne Products Services Inc./TransMontaigne Terminals Inc./TransMontaigne Pipeline Inc./Louis Dreyfuss Energy Corp.
66. Univar USA Inc., f/k/a Apperson Chemicals
67. USG Interiors, Inc.. Interiors is a wholly owned subsidiary of the parent USG Corporation whose shares are traded on the NYSE
68. Valenite, LLC
69. ZF Industries, Inc.

APPENDIX C

Cost Matrix for the Settling *De Minimis* Defendants

Party Name	Percentage	Response Costs		Future Costs				Total	Toxicity Multiplier	Total EPA Payment	State Costs		
		EPA Past Costs	R/VES Costs	Cleanup Costs	Premium (100%)	Oversight Costs	Premium (100%)				State Costs	Toxicity Multiplier	Total State Payment
3M Specialty Materials	0.0165%	\$257.49	\$171.28	\$1,204.50	\$1,204.50	\$120.45	\$120.45	\$3,078.67	3.00	\$9,236.01	\$95.35	3.00	\$286.04
A & M Products	0.0256%	\$399.50	\$265.74	\$1,868.80	\$1,868.80	\$186.88	\$186.88	\$4,776.60	1.00	\$4,776.60	\$147.93	1.00	\$147.93
A & W Oil	0.0058%	\$90.51	\$60.21	\$423.40	\$423.40	\$42.34	\$42.34	\$1,082.20	1.00	\$1,082.20	\$33.52	1.00	\$33.52
A. C. Proctor Paint & Body	0.0043%	\$67.10	\$44.64	\$313.90	\$313.90	\$31.39	\$31.39	\$802.32	1.50	\$1,203.48	\$24.85	1.50	\$37.27
AAA Sign Co., Inc.	0.0058%	\$90.51	\$60.21	\$423.40	\$423.40	\$42.34	\$42.34	\$1,082.20	1.00	\$1,082.20	\$33.52	1.00	\$33.52
A-B Beverage Co.	0.0015%	\$23.41	\$15.57	\$109.50	\$109.50	\$10.95	\$10.95	\$279.88	1.00	\$279.88	\$8.67	1.00	\$8.67
Abbott Laboratories	0.0045%	\$70.23	\$46.71	\$328.50	\$328.50	\$32.85	\$32.85	\$839.64	1.00	\$839.64	\$26.00	1.00	\$26.00
ABC Compoundin g	0.0151%	\$235.65	\$156.75	\$1,102.30	\$1,102.30	\$110.23	\$110.23	\$2,817.45	3.00	\$8,452.35	\$87.26	3.00	\$261.77
Adem Motors, Inc.	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	2.00	\$373.17	\$5.78	2.00	\$11.56
Admiral Corp. Division of Magic Chef	0.0595%	\$928.54	\$617.64	\$4,343.50	\$4,343.50	\$434.35	\$434.35	\$11,101.87	1.75	\$19,428.28	\$343.82	1.75	\$601.69
Advance Forming Associates	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	2.00	\$298.54	\$4.62	2.00	\$9.25
Advantis Technologies	0.1446%	\$2,256.57	\$1,501.02	\$10,555.80	\$10,555.80	\$1,055.58	\$1,055.58	\$26,980.35	1.00	\$26,980.35	\$835.58	1.00	\$835.58
Aeroquip Corp.	0.0248%	\$387.02	\$257.44	\$1,810.40	\$1,810.40	\$181.04	\$181.04	\$4,627.34	2.75	\$12,725.17	\$143.31	2.75	\$394.10
AFLAC - Columbus, GA	0.0096%	\$149.81	\$99.65	\$700.80	\$700.80	\$70.08	\$70.08	\$1,791.23	1.00	\$1,791.23	\$55.47	1.00	\$55.47
Aiken Aviation Enterprises	0.0028%	\$43.70	\$29.07	\$204.40	\$204.40	\$20.44	\$20.44	\$522.44	1.00	\$522.44	\$16.18	1.00	\$16.18
Aiken County	0.0635%	\$990.96	\$659.16	\$4,635.50	\$4,635.50	\$463.55	\$463.55	\$11,848.22	2.00	\$23,696.44	\$366.94	2.00	\$733.88
Aiken Electrical Co-op	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Aiken Motorcycle Sales	0.0021%	\$32.77	\$21.80	\$153.30	\$153.30	\$15.33	\$15.33	\$391.83	1.75	\$685.70	\$12.13	1.75	\$21.24

Cost Matrix for the Settling *De Minimis* Defendants

Aiken Regional Medical Center	0.0017%	\$26.53	\$17.65	\$124.10	\$124.10	\$12.41	\$12.41	\$317.20	2.25	\$713.69	\$9.82	2.25	\$22.10
Aiken Technical College	0.0059%	\$92.07	\$61.24	\$430.70	\$430.70	\$43.07	\$43.07	\$1,100.86	1.50	\$1,651.29	\$34.09	1.50	\$51.14
Air Liquide America Corp.: Augusta Fill Plant	0.0197%	\$307.43	\$204.50	\$1,438.10	\$1,438.10	\$143.81	\$143.81	\$3,675.75	1.00	\$3,675.75	\$113.84	1.00	\$113.84
Air Products (Valchem)	0.0066%	\$103.00	\$68.51	\$481.80	\$481.80	\$48.18	\$48.18	\$1,231.47	1.00	\$1,231.47	\$38.14	1.00	\$38.14
Alchem Chemical Co.	0.0062%	\$96.75	\$64.36	\$452.60	\$452.60	\$45.26	\$45.26	\$1,156.83	2.50	\$2,892.08	\$35.83	2.50	\$89.57
Alkani Chemicals, Inc.	0.0379%	\$591.45	\$393.42	\$2,766.70	\$2,766.70	\$276.67	\$276.67	\$7,071.61	1.00	\$7,071.61	\$219.01	1.00	\$219.01
All Children's Hospital	0.0015%	\$23.41	\$15.57	\$109.50	\$109.50	\$10.95	\$10.95	\$279.88	1.50	\$419.82	\$8.67	1.50	\$13.00
All Purpose Adhesives	0.0037%	\$57.74	\$38.41	\$270.10	\$270.10	\$27.01	\$27.01	\$690.37	1.00	\$690.37	\$21.38	1.00	\$21.38
Allied Technology Group	0.0091%	\$142.01	\$94.46	\$664.30	\$664.30	\$66.43	\$66.43	\$1,697.93	1.00	\$1,697.93	\$52.58	1.00	\$52.58
Alma Machinery Co., Inc.	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
Alpha Collision Center, Inc.	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Alsay Inc.	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Altec Industries	0.0259%	\$404.19	\$268.85	\$1,890.70	\$1,890.70	\$189.07	\$189.07	\$4,832.58	1.00	\$4,832.58	\$149.66	1.00	\$149.66
Alman Dodge	0.0025%	\$39.01	\$25.95	\$182.50	\$182.50	\$18.25	\$18.25	\$466.47	1.00	\$466.47	\$14.45	1.00	\$14.45
AMBAC International	0.0182%	\$284.02	\$188.92	\$1,328.60	\$1,328.60	\$132.86	\$132.86	\$3,395.87	3.00	\$10,187.60	\$105.17	3.00	\$315.51
American Crane Company	0.0087%	\$135.77	\$90.31	\$635.10	\$635.10	\$63.51	\$63.51	\$1,623.30	1.00	\$1,623.30	\$50.27	1.00	\$50.27
American Eagle Wheel	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
American Koyo Bearing	0.1253%	\$1,955.39	\$1,300.68	\$9,146.90	\$9,146.90	\$914.69	\$914.69	\$23,379.24	1.00	\$23,379.24	\$724.05	1.00	\$724.05
American Tower Corporation	0.0662%	\$1,033.09	\$687.19	\$4,832.60	\$4,832.60	\$483.26	\$483.26	\$12,352.00	2.75	\$33,968.00	\$382.54	2.75	\$1,051.98

Cost Matrix for the Settling *De Minimis* Defendants

Amity Dyeing & Finishing	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Analysts Maintenance Labs	0.0171%	\$266.86	\$177.51	\$1,248.30	\$1,248.30	\$124.83	\$124.83	\$3,190.62	2.25	\$7,178.90	\$98.81	2.25	\$222.33
Anderson Brothers	0.0016%	\$24.97	\$16.61	\$116.80	\$116.80	\$11.68	\$11.68	\$298.54	1.00	\$298.54	\$9.25	1.00	\$9.25
Andrew Corporation	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Andy's Automotive	0.0155%	\$241.89	\$160.90	\$1,131.50	\$1,131.50	\$113.15	\$113.15	\$2,892.08	1.00	\$2,892.08	\$89.57	1.00	\$89.57
Aratex Services, Inc.	0.0179%	\$279.34	\$185.81	\$1,306.70	\$1,306.70	\$130.67	\$130.67	\$3,339.89	3.00	\$10,019.67	\$103.44	3.00	\$310.31
Architectural Metal Fabrications	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Armour Swift Eckrich	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Armstrong World Industries, Inc.	0.0027%	\$42.14	\$28.03	\$197.10	\$197.10	\$19.71	\$19.71	\$503.78	2.00	\$1,007.57	\$15.60	2.00	\$31.20
Arnold Palmer Cadillac	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Arrington's Auto Sales	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Asheville Metal Finishing	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Ashplundh Tree Expert	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Associated Petroleum Carriers	0.1406%	\$2,194.15	\$1,459.50	\$10,263.80	\$10,263.80	\$1,026.38	\$1,026.38	\$26,234.01	1.00	\$26,234.01	\$812.46	1.00	\$812.46
Asten Hills	0.0144%	\$224.72	\$149.48	\$1,051.20	\$1,051.20	\$105.12	\$105.12	\$2,686.84	2.50	\$6,717.10	\$83.21	2.50	\$208.03
Astro Pak	0.0615%	\$959.75	\$638.40	\$4,489.50	\$4,489.50	\$448.95	\$448.95	\$11,475.05	1.00	\$11,475.05	\$355.38	1.00	\$355.38
AT&T (BellSouth)	0.0861%	\$1,343.64	\$893.76	\$6,285.30	\$6,285.30	\$628.53	\$628.53	\$16,065.06	1.00	\$16,065.06	\$497.53	1.00	\$497.53
ATC Collision	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	1.00	\$242.56	\$7.51	1.00	\$7.51
Atlanta Gas Light Company	0.0567%	\$884.84	\$588.57	\$4,139.10	\$4,139.10	\$413.91	\$413.91	\$10,579.43	1.00	\$10,579.43	\$327.64	1.00	\$327.64
Atlanta Road Body Shop	0.0027%	\$42.14	\$28.03	\$197.10	\$197.10	\$19.71	\$19.71	\$503.78	1.75	\$881.62	\$15.60	1.75	\$27.30
Augusta BMW	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62

Cost Matrix for the Settling *De Minimis* Defendants

Augusta Country Club	0.0038%	\$59.30	\$39.45	\$277.40	\$277.40	\$27.74	\$27.74	\$709.03	2.00	\$1,418.05	\$21.96	2.00	\$43.92
Augusta Fork Lift	0.0045%	\$70.23	\$46.71	\$328.50	\$328.50	\$32.85	\$32.85	\$839.64	1.00	\$839.64	\$26.00	1.00	\$26.00
Augusta Industrial Coatings, Inc.	0.0027%	\$42.14	\$28.03	\$197.10	\$197.10	\$19.71	\$19.71	\$503.78	1.00	\$503.78	\$15.60	1.00	\$15.60
Augusta Industrial Services	0.0243%	\$379.22	\$252.25	\$1,773.90	\$1,773.90	\$177.39	\$177.39	\$4,534.04	2.25	\$10,201.60	\$140.42	2.25	\$315.94
Augusta Iron & Steel Works	0.0052%	\$81.15	\$53.98	\$379.60	\$379.60	\$37.96	\$37.96	\$970.25	1.75	\$1,697.93	\$30.05	1.75	\$52.58
Augusta National Golf Club	0.0208%	\$324.60	\$215.91	\$1,518.40	\$1,518.40	\$151.84	\$151.84	\$3,880.99	2.00	\$7,761.98	\$120.19	2.00	\$240.39
Augusta Services Co., Inc.	0.0049%	\$76.47	\$50.86	\$357.70	\$357.70	\$35.77	\$35.77	\$914.27	1.00	\$914.27	\$28.31	1.00	\$28.31
Augusta Southern Nationals	0.0035%	\$54.62	\$36.33	\$255.50	\$255.50	\$25.55	\$25.55	\$653.05	1.00	\$653.05	\$20.22	1.00	\$20.22
Augusta Transportation Inc.	0.0020%	\$31.21	\$20.76	\$146.00	\$146.00	\$14.60	\$14.60	\$373.17	1.00	\$373.17	\$11.56	1.00	\$11.56
Augusta Wood Preserving Co.	0.0029%	\$45.26	\$30.10	\$211.70	\$211.70	\$21.17	\$21.17	\$541.10	1.00	\$541.10	\$16.76	1.00	\$16.76
Austral Insulated Products Inc	0.0059%	\$92.07	\$61.24	\$430.70	\$430.70	\$43.07	\$43.07	\$1,100.86	1.00	\$1,100.86	\$34.09	1.00	\$34.09
Automatic Switch	0.0085%	\$132.65	\$88.23	\$620.50	\$620.50	\$62.05	\$62.05	\$1,585.98	1.00	\$1,585.98	\$49.12	1.00	\$49.12
Avis Rent a Car System, LLC	0.0026%	\$40.57	\$26.99	\$189.80	\$189.80	\$18.98	\$18.98	\$485.12	1.00	\$485.12	\$15.02	1.00	\$15.02
Avondale Mills, Inc.	0.0118%	\$184.15	\$122.49	\$861.40	\$861.40	\$86.14	\$86.14	\$2,201.72	1.00	\$2,201.72	\$68.19	1.00	\$68.19
B & B Imported Cars	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
B & R Body Shop	0.0019%	\$29.65	\$19.72	\$138.70	\$138.70	\$13.87	\$13.87	\$354.51	1.00	\$354.51	\$10.98	1.00	\$10.98
Bailey Cabinet	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
Ballantine Collision Repair	0.0003%	\$4.68	\$3.11	\$21.90	\$21.90	\$2.19	\$2.19	\$55.98	1.00	\$55.98	\$1.73	1.00	\$1.73
Barrow Body Shop	0.0023%	\$35.89	\$23.88	\$167.90	\$167.90	\$16.79	\$16.79	\$429.15	1.00	\$429.15	\$13.29	1.00	\$13.29
Bartow Ford	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31

Cost Matrix for the Settling *De Minimis* Defendants

Bassett Mirror Company	0.0044%	\$68.66	\$45.67	\$321.20	\$321.20	\$32.12	\$32.12	\$820.98	1.00	\$820.98	\$25.43	1.00	\$25.43
Batts Body & Paint	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Bavarian Mechanic Works	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
Bayfront Medical Center	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.25	\$93.29	\$2.31	1.25	\$2.89
Beach Ford	0.0044%	\$68.66	\$45.67	\$321.20	\$321.20	\$32.12	\$32.12	\$820.98	1.00	\$820.98	\$25.43	1.00	\$25.43
Beam's Paving Company	0.0143%	\$223.16	\$148.44	\$1,043.90	\$1,043.90	\$104.39	\$104.39	\$2,668.18	1.00	\$2,668.18	\$82.63	1.00	\$82.63
Beaulieu Fibers	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Bell Wether, Inc.	0.0020%	\$31.21	\$20.76	\$146.00	\$146.00	\$14.60	\$14.60	\$373.17	1.00	\$373.17	\$11.56	1.00	\$11.56
Ben Mynatt Chevrolet	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Benchmark of Carolina	0.0223%	\$348.01	\$231.48	\$1,627.90	\$1,627.90	\$162.79	\$162.79	\$4,160.87	1.00	\$4,160.87	\$128.86	1.00	\$128.86
Benford Construction	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Bennett Brothers Yacht	0.0030%	\$46.82	\$31.14	\$219.00	\$219.00	\$21.90	\$21.90	\$559.76	1.00	\$559.76	\$17.34	1.00	\$17.34
Benson Ford/Mercury	0.0038%	\$59.30	\$39.45	\$277.40	\$277.40	\$27.74	\$27.74	\$709.03	1.00	\$709.03	\$21.96	1.00	\$21.96
Beverage Air Sales Company	0.0172%	\$268.42	\$178.54	\$1,255.60	\$1,255.60	\$125.56	\$125.56	\$3,209.28	1.75	\$5,616.24	\$99.39	1.75	\$173.93
Beverage South, Inc.	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
Bill Currie Ford NB	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Billy Howell Ford	0.0036%	\$56.18	\$37.37	\$262.80	\$262.80	\$26.28	\$26.28	\$671.71	1.00	\$671.71	\$20.80	1.00	\$20.80
Blackman - Uhler Chemical Co.	0.0108%	\$168.54	\$112.11	\$788.40	\$788.40	\$78.84	\$78.84	\$2,015.13	1.00	\$2,015.13	\$62.41	1.00	\$62.41
Blue Circle Cement	0.0015%	\$23.41	\$15.57	\$109.50	\$109.50	\$10.95	\$10.95	\$279.88	1.75	\$489.79	\$8.67	1.75	\$15.17
Blue Flame Fuel	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Bob Andrews Motors	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.50	\$139.94	\$2.89	1.50	\$4.33
Bob Bennett Ford	0.0032%	\$49.94	\$33.22	\$233.60	\$233.60	\$23.36	\$23.36	\$597.08	1.00	\$597.08	\$18.49	1.00	\$18.49

Cost Matrix for the Settling *De Minimis* Defendants

Bob Card Ford	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Bobby Jones Ford	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Boca Industries	0.0303%	\$472.85	\$314.53	\$2,211.90	\$2,211.90	\$221.19	\$221.19	\$5,653.56	1.00	\$5,653.56	\$175.09	1.00	\$175.09
Boeing Ga. Corp.	0.0440%	\$686.65	\$456.74	\$3,212.00	\$3,212.00	\$321.20	\$321.20	\$8,209.79	2.75	\$22,576.92	\$254.26	2.75	\$699.20
Boral Bricks	0.0955%	\$1,490.34	\$991.34	\$6,971.50	\$6,971.50	\$697.15	\$697.15	\$17,818.97	1.00	\$17,818.97	\$551.85	1.00	\$551.85
Bordens Milk	0.0329%	\$513.43	\$341.52	\$2,401.70	\$2,401.70	\$240.17	\$240.17	\$6,138.68	1.00	\$6,138.68	\$190.11	1.00	\$190.11
Bosal Industries - Georgia, Inc.	0.0040%	\$62.42	\$41.52	\$292.00	\$292.00	\$29.20	\$29.20	\$746.34	1.00	\$746.34	\$23.11	1.00	\$23.11
Boxley Materials Company	0.0097%	\$151.37	\$100.69	\$708.10	\$708.10	\$70.81	\$70.81	\$1,809.89	1.00	\$1,809.89	\$56.05	1.00	\$56.05
BP - 1090 Crabapple	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
BP - Lavista Rd	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Bradley Plywood Corp	0.0045%	\$70.23	\$46.71	\$328.50	\$328.50	\$32.85	\$32.85	\$839.64	1.00	\$839.64	\$26.00	1.00	\$26.00
Bradshaw Olds, Cadillac	0.0129%	\$201.31	\$133.91	\$941.70	\$941.70	\$94.17	\$94.17	\$2,406.96	1.00	\$2,406.96	\$74.54	1.00	\$74.54
Brasseler U.S.A. Mfg. Inc.	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.75	\$391.83	\$6.93	1.75	\$12.13
Breakway Honda	0.0054%	\$84.27	\$56.05	\$394.20	\$394.20	\$39.42	\$39.42	\$1,007.57	1.00	\$1,007.57	\$31.20	1.00	\$31.20
Brewer Cycles	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Briggs & Stratton	0.0094%	\$146.69	\$97.58	\$686.20	\$686.20	\$68.62	\$68.62	\$1,753.91	1.00	\$1,753.91	\$54.32	1.00	\$54.32
Brooker Ford, Inc.	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Broward County Aviation	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.50	\$195.92	\$4.04	1.50	\$6.07
Broward Sheriff's Office	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Brush & Company	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Budget Auto Painting	0.0028%	\$43.70	\$29.07	\$204.40	\$204.40	\$20.44	\$20.44	\$522.44	1.00	\$522.44	\$16.18	1.00	\$16.18
Burke Co. Hospital	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Bush Field Airport	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93

Cost Matrix for the Settling *De Minimis* Defendants

Bussey's Grocery	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
C & K Machines	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Cameron's Body Shop	0.0021%	\$32.77	\$21.80	\$153.30	\$153.30	\$15.33	\$15.33	\$391.83	1.00	\$391.83	\$12.13	1.00	\$12.13
Campbell's Body Shop	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Campbell's Garage	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Cape Romain Contractors, Inc.	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40
Capital Cadillac	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	1.00	\$242.56	\$7.51	1.00	\$7.51
Capital Ford Inc.	0.0034%	\$53.06	\$35.29	\$248.20	\$248.20	\$24.82	\$24.82	\$634.39	1.00	\$634.39	\$19.65	1.00	\$19.65
Capro Inc.	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	1.00	\$242.56	\$7.51	1.00	\$7.51
Carden Body Shop	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Carlisle Tire & Rubber Company	0.1985%	\$3,097.72	\$2,060.53	\$14,490.50	\$14,490.50	\$1,449.05	\$1,449.05	\$37,037.34	1.00	\$37,037.34	\$1,147.04	1.00	\$1,147.04
Carolina Eastman Company	0.0043%	\$67.10	\$44.64	\$313.90	\$313.90	\$31.39	\$31.39	\$802.32	1.00	\$802.32	\$24.85	1.00	\$24.85
Carolina International	0.0213%	\$332.40	\$221.10	\$1,554.90	\$1,554.90	\$155.49	\$155.49	\$3,974.28	1.00	\$3,974.28	\$123.08	1.00	\$123.08
Cary Mower and Saw	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Cary Oil Company	0.0071%	\$110.80	\$73.70	\$518.30	\$518.30	\$51.83	\$51.83	\$1,324.76	1.00	\$1,324.76	\$41.03	1.00	\$41.03
CBI Services Inc.	0.0221%	\$344.88	\$229.41	\$1,613.30	\$1,613.30	\$161.33	\$161.33	\$4,123.55	1.00	\$4,123.55	\$127.71	1.00	\$127.71
CCX Fiberglass Products	0.0020%	\$31.21	\$20.76	\$146.00	\$146.00	\$14.60	\$14.60	\$373.17	1.00	\$373.17	\$11.56	1.00	\$11.56
Central Chevrolet	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40
Central Textiles, Inc.	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.75	\$391.83	\$6.93	1.75	\$12.13
Champlin Craftsman	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
Chaparral Boats, Inc.	0.0097%	\$151.37	\$100.69	\$708.10	\$708.10	\$70.81	\$70.81	\$1,809.89	1.00	\$1,809.89	\$56.05	1.00	\$56.05
Chapel Hill Transit (Town of Chapel Hill)	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89

Cost Matrix for the Settling *De Minimis* Defendants

Cheeseborou gh Automatic Transmission s	0.0068%	\$106.12	\$70.59	\$496.40	\$496.40	\$49.64	\$49.64	\$1,268.79	1.00	\$1,268.79	\$39.29	1.00	\$39.29
Chem Nuclear	0.0070%	\$109.24	\$72.66	\$511.00	\$511.00	\$51.10	\$51.10	\$1,306.10	1.00	\$1,306.10	\$40.45	1.00	\$40.45
Chem-Clear of Baltimore, Inc.	0.0145%	\$226.28	\$150.52	\$1,058.50	\$1,058.50	\$105.85	\$105.85	\$2,705.50	2.75	\$7,440.12	\$83.79	2.75	\$230.42
Chemtron Fire Systems	0.0112%	\$174.78	\$116.26	\$817.60	\$817.60	\$81.76	\$81.76	\$2,089.76	2.00	\$4,179.53	\$64.72	2.00	\$129.44
Chester County	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Chris Bowles	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Chuck Clancy Ford	0.0034%	\$53.06	\$35.29	\$248.20	\$248.20	\$24.82	\$24.82	\$634.39	1.00	\$634.39	\$19.65	1.00	\$19.65
CIBA Vision Corp.	0.0212%	\$330.84	\$220.07	\$1,547.60	\$1,547.60	\$154.76	\$154.76	\$3,955.63	1.00	\$3,955.63	\$122.51	1.00	\$122.51
Citadel College, The	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40
Citgo Petroleum Co.	0.0364%	\$568.04	\$377.85	\$2,657.20	\$2,657.20	\$265.72	\$265.72	\$6,791.73	1.00	\$6,791.73	\$210.34	1.00	\$210.34
City of Acworth	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
City of Aiken - Dept. of Public Safety	0.0237%	\$369.85	\$246.02	\$1,730.10	\$1,730.10	\$173.01	\$173.01	\$4,422.09	1.00	\$4,422.09	\$136.95	1.00	\$136.95
City of Augusta	0.0222%	\$346.45	\$230.45	\$1,620.60	\$1,620.60	\$162.06	\$162.06	\$4,142.21	1.00	\$4,142.21	\$128.28	1.00	\$128.28
City of Fort Lauderdale Public Services Dept.	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
City of Jacksonville	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
City of Myrtle Beach	0.0020%	\$31.21	\$20.76	\$146.00	\$146.00	\$14.60	\$14.60	\$373.17	1.25	\$466.47	\$11.56	1.25	\$14.45
City of North Augusta	0.0293%	\$457.24	\$304.15	\$2,138.90	\$2,138.90	\$213.89	\$213.89	\$5,466.97	1.00	\$5,466.97	\$169.31	1.00	\$169.31
City of Thomson	0.0103%	\$160.74	\$106.92	\$751.90	\$751.90	\$75.19	\$75.19	\$1,921.84	1.00	\$1,921.84	\$59.52	1.00	\$59.52
Clariant Corp.	0.0208%	\$324.60	\$215.91	\$1,518.40	\$1,518.40	\$151.84	\$151.84	\$3,880.99	1.00	\$3,880.99	\$120.19	1.00	\$120.19

Cost Matrix for the Settling *De Minimis* Defendants

Clark Enviro. Haz. Div.	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Classic Collision	0.0032%	\$49.94	\$33.22	\$233.60	\$233.60	\$23.36	\$23.36	\$597.08	1.00	\$597.08	\$18.49	1.00	\$18.49
Clean Towel Service	0.0076%	\$118.60	\$78.89	\$554.80	\$554.80	\$55.48	\$55.48	\$1,418.05	2.75	\$3,899.65	\$43.92	2.75	\$120.77
Clemson University	0.0071%	\$110.80	\$73.70	\$518.30	\$518.30	\$51.83	\$51.83	\$1,324.76	2.00	\$2,649.52	\$41.03	2.00	\$82.06
Club Car Ingersol Rand	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
CMS Garage	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Coastal Industries Inc.	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Coastal Waterproofing	0.0017%	\$26.53	\$17.65	\$124.10	\$124.10	\$12.41	\$12.41	\$317.20	1.00	\$317.20	\$9.82	1.00	\$9.82
Coats & Clark, Inc.	0.0061%	\$95.19	\$63.32	\$445.30	\$445.30	\$44.53	\$44.53	\$1,138.18	2.50	\$2,845.44	\$35.25	2.50	\$88.12
Coca Cola Bottling Company Consolidated	0.0111%	\$173.22	\$115.22	\$810.30	\$810.30	\$81.03	\$81.03	\$2,071.11	1.00	\$2,071.11	\$64.14	1.00	\$64.14
Coca Cola USA	0.0151%	\$235.65	\$156.75	\$1,102.30	\$1,102.30	\$110.23	\$110.23	\$2,817.45	1.00	\$2,817.45	\$87.26	1.00	\$87.26
Coca-Cola Bottling Company United Inc	0.0227%	\$354.25	\$235.64	\$1,657.10	\$1,657.10	\$165.71	\$165.71	\$4,235.50	1.00	\$4,235.50	\$131.17	1.00	\$131.17
Coca-Cola Enterprises Inc	0.0474%	\$739.71	\$492.04	\$3,460.20	\$3,460.20	\$346.02	\$346.02	\$8,844.18	1.00	\$8,844.18	\$273.90	1.00	\$273.90
Cogsdill Tool	0.0514%	\$802.13	\$533.56	\$3,752.20	\$3,752.20	\$375.22	\$375.22	\$9,590.53	1.25	\$11,988.16	\$297.02	1.25	\$371.27
Colonial Pipeline Co.	0.0067%	\$104.56	\$69.55	\$489.10	\$489.10	\$48.91	\$48.91	\$1,250.13	1.00	\$1,250.13	\$38.72	1.00	\$38.72
Coloplast Corporation	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
Columbia Brunswick Hospital	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Columbia County	0.0151%	\$235.65	\$156.75	\$1,102.30	\$1,102.30	\$110.23	\$110.23	\$2,817.45	1.00	\$2,817.45	\$87.26	1.00	\$87.26
Columbia County Board of Education	0.0098%	\$152.94	\$101.73	\$715.40	\$715.40	\$71.54	\$71.54	\$1,828.54	1.00	\$1,828.54	\$56.63	1.00	\$56.63
Columbia-Augusta Medical Center	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	2.00	\$373.17	\$5.78	2.00	\$11.56

Cost Matrix for the Settling *De Minimis* Defendants

Columbia Nissan	0.0052%	\$81.15	\$53.98	\$379.60	\$379.60	\$37.96	\$37.96	\$970.25	1.00	\$970.25	\$30.05	1.00	\$30.05
Communicorp	0.0015%	\$23.41	\$15.57	\$109.50	\$109.50	\$10.95	\$10.95	\$279.88	1.00	\$279.88	\$8.67	1.00	\$8.67
ConAgra Inc.	0.0036%	\$56.18	\$37.37	\$262.80	\$262.80	\$26.28	\$26.28	\$671.71	1.00	\$671.71	\$20.80	1.00	\$20.80
Concord Fabrics, Inc.	0.0043%	\$67.10	\$44.64	\$313.90	\$313.90	\$31.39	\$31.39	\$802.32	1.00	\$802.32	\$24.85	1.00	\$24.85
Conley Buick Inc.	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Conoco Inc.	0.0172%	\$268.42	\$178.54	\$1,255.60	\$1,255.60	\$125.56	\$125.56	\$3,209.28	1.00	\$3,209.28	\$99.39	1.00	\$99.39
Consolidated Metal	0.0076%	\$118.60	\$78.89	\$554.80	\$554.80	\$55.48	\$55.48	\$1,418.05	1.00	\$1,418.05	\$43.92	1.00	\$43.92
Cook-Whitehead Ford	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Corvette & Camero Craftsmen	0.0027%	\$42.14	\$28.03	\$197.10	\$197.10	\$19.71	\$19.71	\$503.78	1.00	\$503.78	\$15.60	1.00	\$15.60
County of Newberry	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
County of Orangeburg	0.0065%	\$101.44	\$67.47	\$474.50	\$474.50	\$47.45	\$47.45	\$1,212.81	1.00	\$1,212.81	\$37.56	1.00	\$37.56
CR Jackson Co., Inc.	0.0026%	\$40.57	\$26.99	\$189.80	\$189.80	\$18.98	\$18.98	\$485.12	2.25	\$1,091.53	\$15.02	2.25	\$33.80
Croft Metals, Inc.	0.0040%	\$62.42	\$41.52	\$292.00	\$292.00	\$29.20	\$29.20	\$746.34	1.00	\$746.34	\$23.11	1.00	\$23.11
Crothall Healthcare	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Crown Cork & Seal	0.0210%	\$327.72	\$217.99	\$1,533.00	\$1,533.00	\$153.30	\$153.30	\$3,918.31	1.00	\$3,918.31	\$121.35	1.00	\$121.35
Crown Petroleum	0.2662%	\$4,154.22	\$2,763.29	\$19,432.60	\$19,432.60	\$1,943.26	\$1,943.26	\$49,669.22	1.00	\$49,669.22	\$1,538.25	1.00	\$1,538.25
Crown Pontiac	0.0025%	\$39.01	\$25.95	\$182.50	\$182.50	\$18.25	\$18.25	\$466.47	1.00	\$466.47	\$14.45	1.00	\$14.45
CSRA													
Camperland	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	1.00	\$242.56	\$7.51	1.00	\$7.51
CSX Transportation	0.0969%	\$1,512.19	\$1,005.87	\$7,073.70	\$7,073.70	\$707.37	\$707.37	\$18,080.19	1.25	\$22,600.24	\$559.94	1.25	\$699.93
Culpepper Lumber Co.	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Culpepper Motors	0.0059%	\$92.07	\$61.24	\$430.70	\$430.70	\$43.07	\$43.07	\$1,100.86	1.00	\$1,100.86	\$34.09	1.00	\$34.09
Curry Honda	0.0075%	\$117.04	\$77.85	\$547.50	\$547.50	\$54.75	\$54.75	\$1,399.40	1.00	\$1,399.40	\$43.34	1.00	\$43.34
Custom Paint & Body	0.0042%	\$65.54	\$43.60	\$306.60	\$306.60	\$30.66	\$30.66	\$783.66	1.00	\$783.66	\$24.27	1.00	\$24.27
D.E.R.M.	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.25	\$186.59	\$4.62	1.25	\$5.78
Daewoo Equipment Corporation	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04

Cost Matrix for the Settling *De Minimis* Defendants

Dale Jarrett Ford Inc	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Dan Vaden Chevrolet Inc	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
David Wilson Paint & Body Shop	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Davidson County School	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Davis Hauling company Inc	0.1044%	\$1,629.23	\$1,083.72	\$7,621.20	\$7,621.20	\$762.12	\$762.12	\$19,479.59	1.00	\$19,479.59	\$603.28	1.00	\$603.28
Days Chevrolet Inc.	0.0047%	\$73.35	\$48.79	\$343.10	\$343.10	\$34.31	\$34.31	\$876.95	1.00	\$876.95	\$27.16	1.00	\$27.16
Dean's Auto Service	0.0020%	\$31.21	\$20.76	\$146.00	\$146.00	\$14.60	\$14.60	\$373.17	1.00	\$373.17	\$11.56	1.00	\$11.56
Deerfield Specialty Papers	0.0126%	\$196.63	\$130.79	\$919.80	\$919.80	\$91.98	\$91.98	\$2,350.99	1.00	\$2,350.99	\$72.81	1.00	\$72.81
Dekalb Collision Center	0.0019%	\$29.65	\$19.72	\$138.70	\$138.70	\$13.87	\$13.87	\$354.51	1.00	\$354.51	\$10.98	1.00	\$10.98
DeLaura High School, School District of Brevard County	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Delta Airlines (Department 581)	0.0127%	\$198.19	\$131.83	\$927.10	\$927.10	\$92.71	\$92.71	\$2,369.64	2.75	\$6,516.52	\$73.39	2.75	\$201.82
Delta Apparel	0.0178%	\$277.78	\$184.77	\$1,299.40	\$1,299.40	\$129.94	\$129.94	\$3,321.23	1.00	\$3,321.23	\$102.86	1.00	\$102.86
Depot Food Store #129	0.0017%	\$26.53	\$17.65	\$124.10	\$124.10	\$12.41	\$12.41	\$317.20	1.00	\$317.20	\$9.82	1.00	\$9.82
Dick Dyer Toyota	0.0128%	\$199.75	\$132.87	\$934.40	\$934.40	\$93.44	\$93.44	\$2,388.30	1.00	\$2,388.30	\$73.97	1.00	\$73.97
Dick Kelfer Pontiac	0.0021%	\$32.77	\$21.80	\$153.30	\$153.30	\$15.33	\$15.33	\$391.83	1.00	\$391.83	\$12.13	1.00	\$12.13
Dick Shirley Chevrolet	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Disneys Vacation Villas	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Dixie Clay Company	0.0126%	\$196.63	\$130.79	\$919.80	\$919.80	\$91.98	\$91.98	\$2,350.99	1.00	\$2,350.99	\$72.81	1.00	\$72.81
Dixie Power Systems	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04

Cost Matrix for the Settling *De Minimis* Defendants

Dixie-Narco International	0.0439%	\$685.09	\$455.70	\$3,204.70	\$3,204.70	\$320.47	\$320.47	\$8,191.13	3.00	\$24,573.39	\$253.68	3.00	\$761.03
Dodgeland of Columbia	0.0048%	\$74.91	\$49.83	\$350.40	\$350.40	\$35.04	\$35.04	\$895.61	1.00	\$895.61	\$27.74	1.00	\$27.74
Dodges Store	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Don Jackson Lincoln-Mercury	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
Dornier Medical Systems	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.50	\$251.89	\$5.20	1.50	\$7.80
Dover Elevator	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Dresser Pump	0.0022%	\$34.33	\$22.84	\$160.60	\$160.60	\$16.06	\$16.06	\$410.49	1.00	\$410.49	\$12.71	1.00	\$12.71
Drew Amusement Operators, Inc. (Drew Expedition)	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Dunlap Johnson Chevrolet	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Dunlop Slazenger Corporation	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
DYMO	0.0176%	\$274.66	\$182.70	\$1,284.80	\$1,284.80	\$128.48	\$128.48	\$3,283.92	2.25	\$7,388.81	\$101.70	2.25	\$228.83
ET Dupont Denemours	0.0660%	\$1,029.97	\$685.11	\$4,818.00	\$4,818.00	\$481.80	\$481.80	\$12,314.68	2.50	\$30,788.71	\$381.38	2.50	\$953.46
Eagle Bridges Marathon	0.0106%	\$165.42	\$110.03	\$773.80	\$773.80	\$77.38	\$77.38	\$1,977.81	1.00	\$1,977.81	\$61.25	1.00	\$61.25
Eagle Paint & Body Shop	0.0025%	\$39.01	\$25.95	\$182.50	\$182.50	\$18.25	\$18.25	\$466.47	1.00	\$466.47	\$14.45	1.00	\$14.45
Eason Diving Co.	0.0667%	\$1,040.90	\$692.38	\$4,869.10	\$4,869.10	\$486.91	\$486.91	\$12,445.29	1.00	\$12,445.29	\$385.43	1.00	\$385.43
East Cooper Paint	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Eastern Aviation	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Eastern Plating	0.0025%	\$39.01	\$25.95	\$182.50	\$182.50	\$18.25	\$18.25	\$466.47	1.00	\$466.47	\$14.45	1.00	\$14.45
Eaton Corporation	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.25	\$279.88	\$6.93	1.25	\$8.67
Eaves Oil Co.	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
Eckart America	0.0081%	\$126.41	\$84.08	\$591.30	\$591.30	\$59.13	\$59.13	\$1,511.35	1.00	\$1,511.35	\$46.81	1.00	\$46.81
Econo Cars	0.0014%	\$21.85	\$14.53	\$102.20	\$102.20	\$10.22	\$10.22	\$261.22	1.00	\$261.22	\$8.09	1.00	\$8.09
Ed Howard Linc Merc	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04

Cost Matrix for the Settling *De Minimis* Defendants

Ed Morse Chevrolet	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Ed Voyles Acura	0.0032%	\$49.94	\$33.22	\$233.60	\$233.60	\$23.36	\$23.36	\$597.08	1.00	\$597.08	\$18.49	1.00	\$18.49
Edd Kirby Chevrolet	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40
EFCO	0.0404%	\$630.47	\$419.37	\$2,949.20	\$2,949.20	\$294.92	\$294.92	\$7,538.08	1.00	\$7,538.08	\$233.45	1.00	\$233.45
EkaNobel	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	1.00	\$242.56	\$7.51	1.00	\$7.51
Electrical Equipment Co.	0.0023%	\$35.89	\$23.88	\$167.90	\$167.90	\$16.79	\$16.79	\$429.15	1.00	\$429.15	\$13.29	1.00	\$13.29
Elixer Industries	0.0105%	\$163.86	\$109.00	\$766.50	\$766.50	\$76.65	\$76.65	\$1,959.15	2.25	\$4,408.10	\$60.67	2.25	\$136.52
Elliot White Springs Memorial Hospital	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
Engraph Screen Group, Ariston Division	0.0053%	\$82.71	\$55.02	\$386.90	\$386.90	\$38.69	\$38.69	\$988.91	1.00	\$988.91	\$30.63	1.00	\$30.63
Enoree Career Center	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Environmental Strategies	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Escherer Paint	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Excell Refrigeration of SC	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	2.00	\$447.81	\$6.93	2.00	\$13.87
E-Z Go Textron	0.0041%	\$63.98	\$42.56	\$299.30	\$299.30	\$29.93	\$29.93	\$765.00	1.00	\$765.00	\$23.69	1.00	\$23.69
Fairway Body Shop	0.0043%	\$67.10	\$44.64	\$313.90	\$313.90	\$31.39	\$31.39	\$802.32	1.00	\$802.32	\$24.85	1.00	\$24.85
Fairway Ford	0.0026%	\$40.57	\$26.99	\$189.80	\$189.80	\$18.98	\$18.98	\$485.12	1.00	\$485.12	\$15.02	1.00	\$15.02
Fammaster	0.0323%	\$504.06	\$335.29	\$2,357.90	\$2,357.90	\$235.79	\$235.79	\$6,026.73	2.50	\$15,066.83	\$186.65	2.50	\$466.62
FedEx	0.0087%	\$135.77	\$90.31	\$635.10	\$635.10	\$63.51	\$63.51	\$1,623.30	1.00	\$1,623.30	\$50.27	1.00	\$50.27
Fender Mender - Charleston	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Fennell Container Co., Inc.	0.0151%	\$235.65	\$156.75	\$1,102.30	\$1,102.30	\$110.23	\$110.23	\$2,817.45	2.00	\$5,634.90	\$87.26	2.00	\$174.51
Fesco International	0.0023%	\$35.89	\$23.88	\$167.90	\$167.90	\$16.79	\$16.79	\$429.15	1.00	\$429.15	\$13.29	1.00	\$13.29
Fibre Chemical	0.0806%	\$1,257.81	\$836.67	\$5,883.80	\$5,883.80	\$588.38	\$588.38	\$15,038.84	1.00	\$15,038.84	\$465.75	1.00	\$465.75
Figgie Fire Protection Systems	0.0037%	\$57.74	\$38.41	\$270.10	\$270.10	\$27.01	\$27.01	\$690.37	1.00	\$690.37	\$21.38	1.00	\$21.38

Cost Matrix for the Settling *De Minimis* Defendants

Fina	0.0714%	\$1,114.24	\$741.17	\$5,212.20	\$5,212.20	\$521.22	\$521.22	\$13,322.25	1.00	\$13,322.25	\$412.59	1.00	\$412.59
FinishMaster Auto & Ind. Paint	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Finuf Sign Co., Inc.	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
Firestone Service Center	0.0036%	\$56.18	\$37.37	\$262.80	\$262.80	\$26.28	\$26.28	\$671.71	1.00	\$671.71	\$20.80	1.00	\$20.80
First Fleet, Inc.	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
First National Bank & Trust Co.	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Flav-O-Rich Dairy	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
Flexible Technology	0.0492%	\$767.80	\$510.72	\$3,591.60	\$3,591.60	\$359.16	\$359.16	\$9,180.04	2.50	\$22,950.09	\$284.30	2.50	\$710.76
Flint Equipment Company	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
Flint Hills Resources	0.2296%	\$3,583.05	\$2,383.36	\$16,760.80	\$16,760.80	\$1,676.08	\$1,676.08	\$42,840.17	1.00	\$42,840.17	\$1,326.75	1.00	\$1,326.75
Florence Darlington Technical College	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.50	\$307.87	\$6.36	1.50	\$9.53
Florida Components Corp.	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	2.25	\$755.67	\$10.40	2.25	\$23.40
Florida Dept. of Environmental Protection	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
Florida Detroit Diesel	0.0027%	\$42.14	\$28.03	\$197.10	\$197.10	\$19.71	\$19.71	\$503.78	1.00	\$503.78	\$15.60	1.00	\$15.60
Florida Division of Forestry	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Fluor Enterprises Inc.	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	1.00	\$242.56	\$7.51	1.00	\$7.51
FN Manufacturin g	0.1245%	\$1,942.90	\$1,292.37	\$9,088.50	\$9,088.50	\$908.85	\$908.85	\$23,229.97	1.75	\$40,652.45	\$719.43	1.75	\$1,259.00
Forest Hills Golf Club	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Fountain Inn Body Works	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Fowler Products	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89

Appendix C

Cost Matrix for the Settling *De Minimis* Defendants

FL Lauderdlae Lincoln	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Fulgham Ind Inc	0.0192%	\$299.63	\$199.31	\$1,401.60	\$1,401.60	\$140.16	\$140.16	\$3,582.45	1.00	\$3,582.45	\$110.95	1.00	\$110.95
Furniture Doctor	0.0025%	\$39.01	\$25.95	\$182.50	\$182.50	\$18.25	\$18.25	\$466.47	1.00	\$466.47	\$14.45	1.00	\$14.45
Futos Body Shop	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Garrett Aviation	0.0193%	\$301.19	\$200.34	\$1,408.90	\$1,408.90	\$140.89	\$140.89	\$3,601.11	1.50	\$5,401.67	\$111.53	1.50	\$167.29
Gary Concrete Products	0.0042%	\$65.54	\$43.60	\$306.60	\$306.60	\$30.66	\$30.66	\$783.66	1.00	\$783.66	\$24.27	1.00	\$24.27
Gem Southeast	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.75	\$228.57	\$4.04	1.75	\$7.08
Gene Davis Properties/Si dney Crown	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	2.00	\$447.81	\$6.93	2.00	\$13.87
General Cable Corp.	0.0022%	\$34.33	\$22.84	\$160.60	\$160.60	\$16.06	\$16.06	\$410.49	1.00	\$410.49	\$12.71	1.00	\$12.71
General Chemical	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
General Dynamics Electric Boat	0.0099%	\$154.50	\$102.77	\$722.70	\$722.70	\$72.27	\$72.27	\$1,847.20	2.50	\$4,618.01	\$57.21	2.50	\$143.02
General Dynamics Ordnance & Tactical Systems (for Defense Research Inc.)	0.0470%	\$733.46	\$487.88	\$3,431.00	\$3,431.00	\$343.10	\$343.10	\$8,769.55	2.50	\$21,923.87	\$271.59	2.50	\$678.98
General Tire Inc.	0.1425%	\$2,223.80	\$1,479.22	\$10,402.50	\$10,402.50	\$1,040.25	\$1,040.25	\$26,588.52	1.00	\$26,588.52	\$823.44	1.00	\$823.44
Georgia Crown Distributors	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	1.00	\$242.56	\$7.51	1.00	\$7.51
Georgia Pacific	0.0532%	\$830.22	\$552.24	\$3,883.60	\$3,883.60	\$388.36	\$388.36	\$9,926.38	1.00	\$9,926.38	\$307.42	1.00	\$307.42
Georgia TRANE	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	2.00	\$485.12	\$7.51	2.00	\$15.02
Georgia Waste Systems, Inc	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
Georgia- Tennessee Mining Company (Hartz)	0.1085%	\$1,693.21	\$1,126.28	\$7,920.50	\$7,920.50	\$792.05	\$792.05	\$20,244.59	1.00	\$20,244.59	\$626.97	1.00	\$626.97

Cost Matrix for the Settling *De Minimis* Defendants

Gilbarco	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Ginn Motor Co	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Givaudan Corporation	0.0052%	\$81.15	\$53.98	\$379.60	\$379.60	\$37.96	\$37.96	\$970.25	1.00	\$970.25	\$30.05	1.00	\$30.05
Glit Inc	0.0156%	\$243.45	\$161.94	\$1,138.80	\$1,138.80	\$113.88	\$113.88	\$2,910.74	1.00	\$2,910.74	\$90.15	1.00	\$90.15
Globe Business Furniture	0.0015%	\$23.41	\$15.57	\$109.50	\$109.50	\$10.95	\$10.95	\$279.88	1.00	\$279.88	\$8.67	1.00	\$8.67
Globe Communications Corp	0.0033%	\$51.50	\$34.26	\$240.90	\$240.90	\$24.09	\$24.09	\$615.73	1.00	\$615.73	\$19.07	1.00	\$19.07
Glock Inc	0.0027%	\$42.14	\$28.03	\$197.10	\$197.10	\$19.71	\$19.71	\$503.78	1.00	\$503.78	\$15.60	1.00	\$15.60
Golden Pantry Stores	0.0035%	\$54.62	\$36.33	\$255.50	\$255.50	\$25.55	\$25.55	\$653.05	1.00	\$653.05	\$20.22	1.00	\$20.22
Goldkist	0.0015%	\$23.41	\$15.57	\$109.50	\$109.50	\$10.95	\$10.95	\$279.88	1.00	\$279.88	\$8.67	1.00	\$8.67
Good Cadillac - Olds - Kia	0.0016%	\$24.97	\$16.61	\$116.80	\$116.80	\$11.68	\$11.68	\$298.54	1.00	\$298.54	\$9.25	1.00	\$9.25
Goodman Decorating Company	0.0065%	\$101.44	\$67.47	\$474.50	\$474.50	\$47.45	\$47.45	\$1,212.81	1.00	\$1,212.81	\$37.56	1.00	\$37.56
Goodyear Tire & Rubber	0.0027%	\$42.14	\$28.03	\$197.10	\$197.10	\$19.71	\$19.71	\$503.78	1.00	\$503.78	\$15.60	1.00	\$15.60
Grant Body Shop	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
Grant Park Homes Ltd	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Graphic Packaging Corp	0.0675%	\$1,053.38	\$700.68	\$4,927.50	\$4,927.50	\$492.75	\$492.75	\$12,594.56	1.00	\$12,594.56	\$390.05	1.00	\$390.05
Green Ford Isuzu	0.0014%	\$21.85	\$14.53	\$102.20	\$102.20	\$10.22	\$10.22	\$261.22	1.00	\$261.22	\$8.09	1.00	\$8.09
Greenville Co Vehicle Service Ctr	0.0119%	\$185.71	\$123.53	\$868.70	\$868.70	\$86.87	\$86.87	\$2,220.37	1.00	\$2,220.37	\$68.76	1.00	\$68.76
Greenville Marine	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Greenville Spartanburg Airport	0.0035%	\$54.62	\$36.33	\$255.50	\$255.50	\$25.55	\$25.55	\$653.05	1.50	\$979.58	\$20.22	1.50	\$30.34
Greenville Technical College	0.0026%	\$40.57	\$26.99	\$189.80	\$189.80	\$18.98	\$18.98	\$485.12	1.00	\$485.12	\$15.02	1.00	\$15.02
Greenwood Mills	0.0198%	\$308.99	\$205.53	\$1,445.40	\$1,445.40	\$144.54	\$144.54	\$3,694.41	1.00	\$3,694.41	\$114.42	1.00	\$114.42
Greenwood Petroleum Co	0.0036%	\$56.18	\$37.37	\$262.80	\$262.80	\$26.28	\$26.28	\$671.71	1.00	\$671.71	\$20.80	1.00	\$20.80
Greg Gaskins & Co	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31

Cost Matrix for the Settling *De Minimis* Defendants

Griffins Paint & Body Shop	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
Guilford Mills Inc	0.0247%	\$385.46	\$256.40	\$1,803.10	\$1,803.10	\$180.31	\$180.31	\$4,608.68	1.00	\$4,608.68	\$142.73	1.00	\$142.73
Gunn Automotive	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
H & M Auto Care, Inc.	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
H.B. Zachry Company	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.75	\$228.57	\$4.04	1.75	\$7.08
Hadwin White Pontiac	0.0053%	\$82.71	\$55.02	\$386.90	\$386.90	\$38.69	\$38.69	\$988.91	1.00	\$988.91	\$30.63	1.00	\$30.63
Halocarbon Products Corp.	0.0162%	\$252.81	\$168.16	\$1,182.60	\$1,182.60	\$118.26	\$118.26	\$3,022.70	2.75	\$8,312.41	\$93.61	2.75	\$257.43
Hampton Automotive	0.0024%	\$37.45	\$24.91	\$175.20	\$175.20	\$17.52	\$17.52	\$447.81	1.00	\$447.81	\$13.87	1.00	\$13.87
Harbor Branch Oceanographic Institution, Inc.	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.25	\$163.26	\$4.04	1.25	\$5.06
Hardman Pontiac Buick GMC	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
Hardees Food System	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Hardy Chevrolet Inc.	0.0061%	\$95.19	\$63.32	\$445.30	\$445.30	\$44.53	\$44.53	\$1,138.18	1.00	\$1,138.18	\$35.25	1.00	\$35.25
Harley's Truck & Equipment	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Harris Teeter	0.0037%	\$57.74	\$38.41	\$270.10	\$270.10	\$27.01	\$27.01	\$690.37	1.00	\$690.37	\$21.38	1.00	\$21.38
Harrison's Body Shop	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Hayes Chrysler Plymouth Dodge	0.0034%	\$53.06	\$35.29	\$248.20	\$248.20	\$24.82	\$24.82	\$634.39	1.00	\$634.39	\$19.65	1.00	\$19.65
Hennessy Buick Pontiac GMC	0.0035%	\$54.62	\$36.33	\$255.50	\$255.50	\$25.55	\$25.55	\$653.05	1.00	\$653.05	\$20.22	1.00	\$20.22
Hernandez Auto Paint	0.0016%	\$24.97	\$16.61	\$116.80	\$116.80	\$11.68	\$11.68	\$298.54	1.00	\$298.54	\$9.25	1.00	\$9.25
Hertz Equipment Rental	0.0075%	\$117.04	\$77.85	\$547.50	\$547.50	\$54.75	\$54.75	\$1,399.40	1.75	\$2,448.94	\$43.34	1.75	\$75.84
Hess	0.1287%	\$2,008.44	\$1,335.97	\$9,395.10	\$9,395.10	\$939.51	\$939.51	\$24,013.63	1.00	\$24,013.63	\$743.70	1.00	\$743.70

Cost Matrix for the Settling *De Minimis* Defendants

Heyward Allen Motors	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Highland Industries	0.0070%	\$109.24	\$72.66	\$511.00	\$511.00	\$51.10	\$51.10	\$1,306.10	1.00	\$1,306.10	\$40.45	1.00	\$40.45
Hill Parts	0.1151%	\$1,796.21	\$1,194.79	\$8,402.30	\$8,402.30	\$840.23	\$840.23	\$21,476.06	1.00	\$21,476.06	\$665.11	1.00	\$665.11
HIT Promotional Products	0.0076%	\$118.60	\$78.89	\$554.80	\$554.80	\$55.48	\$55.48	\$1,418.05	1.75	\$2,481.60	\$43.92	1.75	\$76.85
Hi-Tec Plating, Inc.	0.0077%	\$120.16	\$79.93	\$562.10	\$562.10	\$56.21	\$56.21	\$1,436.71	2.00	\$2,873.43	\$44.49	2.00	\$88.99
Hi-Tech Fabrication Inc	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
Holland Atlantic Hitch Co	0.2222%	\$3,467.57	\$2,306.54	\$16,220.60	\$16,220.60	\$1,622.06	\$1,622.06	\$41,459.44	1.00	\$41,459.44	\$1,283.99	1.00	\$1,283.99
Hollister Inc.	0.0033%	\$51.50	\$34.26	\$240.90	\$240.90	\$24.09	\$24.09	\$615.73	1.00	\$615.73	\$19.07	1.00	\$19.07
Home Depot	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Hoover Chrysler Plymouth	0.0064%	\$99.88	\$66.44	\$467.20	\$467.20	\$46.72	\$46.72	\$1,194.15	1.00	\$1,194.15	\$36.98	1.00	\$36.98
Hopkins Oil Company	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Horne Ford Horry Georgetown Technical College	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40
Horton Components	0.0068%	\$106.12	\$70.59	\$496.40	\$496.40	\$49.64	\$49.64	\$1,268.79	1.00	\$1,268.79	\$39.29	1.00	\$39.29
Hughes Motors	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Hydro Conduit	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
ICI Paint Store	0.0067%	\$104.56	\$69.55	\$489.10	\$489.10	\$48.91	\$48.91	\$1,250.13	1.00	\$1,250.13	\$38.72	1.00	\$38.72
Ideal Lease	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
ILCO Unican Corp	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
Imperial Die Cast	0.0325%	\$507.18	\$337.37	\$2,372.50	\$2,372.50	\$237.25	\$237.25	\$6,064.05	1.00	\$6,064.05	\$187.80	1.00	\$187.80
Intinger Transportatio n Co.	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Institutorm Technologies , Inc.	0.0043%	\$67.10	\$44.64	\$313.90	\$313.90	\$31.39	\$31.39	\$802.32	1.00	\$802.32	\$24.85	1.00	\$24.85
Insulfab Plastics, Inc.	0.0027%	\$42.14	\$28.03	\$197.10	\$197.10	\$19.71	\$19.71	\$503.78	1.75	\$881.62	\$15.60	1.75	\$27.30

Cost Matrix for the Settling *De Minimis* Defendants

International Auto Processing	0.0612%	\$955.06	\$635.29	\$4,467.60	\$4,467.60	\$446.76	\$446.76	\$11,419.07	1.00	\$11,419.07	\$353.65	1.00	\$353.65
Irmo Body Shop	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	1.25	\$303.20	\$7.51	1.25	\$9.39
J.L. Auto Body	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
J.M. Manufacturing	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
J.M. Huber Co.	0.1172%	\$1,828.98	\$1,216.59	\$8,555.60	\$8,555.60	\$855.56	\$855.56	\$21,867.89	1.00	\$21,867.89	\$677.25	1.00	\$677.25
J.W. Yonce & Sons, Inc.	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
J.C. Stockton Co.	0.0017%	\$26.53	\$17.65	\$124.10	\$124.10	\$12.41	\$12.41	\$317.20	1.00	\$317.20	\$9.82	1.00	\$9.82
Jackie Mauldin Inc.	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
Jay Auto mall	0.0047%	\$73.35	\$48.79	\$343.10	\$343.10	\$34.31	\$34.31	\$876.95	1.00	\$876.95	\$27.16	1.00	\$27.16
Jefferson Co. Commissioners	0.0203%	\$316.79	\$210.72	\$1,481.90	\$1,481.90	\$148.19	\$148.19	\$3,787.70	1.00	\$3,787.70	\$117.30	1.00	\$117.30
Jered Brown Brothers at Th Liberty Works	0.0033%	\$51.50	\$34.26	\$240.90	\$240.90	\$24.09	\$24.09	\$615.73	1.00	\$615.73	\$19.07	1.00	\$19.07
Jet Food Store	0.0024%	\$37.45	\$24.91	\$175.20	\$175.20	\$17.52	\$17.52	\$447.81	1.00	\$447.81	\$13.87	1.00	\$13.87
Jim Peach Motors	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Jim Peacock Dodge	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Jim Tidwell Ford	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
John Bodie & Sons Texaco	0.0021%	\$32.77	\$21.80	\$153.30	\$153.30	\$15.33	\$15.33	\$391.83	1.00	\$391.83	\$12.13	1.00	\$12.13
John Deere Commercial Products	0.0452%	\$705.37	\$469.20	\$3,299.60	\$3,299.60	\$329.96	\$329.96	\$8,433.69	1.00	\$8,433.69	\$261.19	1.00	\$261.19
John Harris Paint & Body	0.0134%	\$209.12	\$139.10	\$978.20	\$978.20	\$97.82	\$97.82	\$2,500.25	1.00	\$2,500.25	\$77.43	1.00	\$77.43
John's Collision Center	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Johnson Controls World Services	0.0180%	\$280.90	\$186.85	\$1,314.00	\$1,314.00	\$131.40	\$131.40	\$3,358.55	1.00	\$3,358.55	\$104.01	1.00	\$104.01

Cost Matrix for the Settling *De Minimis* Defendants

Johnson Utilities, Inc.	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Jones Creek Golf Course	0.0019%	\$29.65	\$19.72	\$138.70	\$138.70	\$13.87	\$13.87	\$354.51	1.00	\$354.51	\$10.98	1.00	\$10.98
Jones Ford	0.0080%	\$124.85	\$83.04	\$584.00	\$584.00	\$58.40	\$58.40	\$1,492.69	1.00	\$1,492.69	\$46.23	1.00	\$46.23
JPS Composite Materials Corp	0.0636%	\$992.52	\$660.20	\$4,642.80	\$4,642.80	\$464.28	\$464.28	\$11,866.88	2.50	\$29,667.19	\$367.52	2.50	\$918.79
K & B Auto K&M Systems	0.0014%	\$21.85	\$14.53	\$102.20	\$102.20	\$10.22	\$10.22	\$261.22	1.00	\$261.22	\$8.09	1.00	\$8.09
Kal Kan	0.0004%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Kantus Corp.	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Kaydon Corp.	0.0502%	\$783.40	\$521.10	\$3,664.60	\$3,664.60	\$366.46	\$366.46	\$9,366.62	1.00	\$9,366.62	\$290.08	1.00	\$290.08
Keffer Dodge	0.0055%	\$85.83	\$57.09	\$401.50	\$401.50	\$40.15	\$40.15	\$1,026.22	1.00	\$1,026.22	\$31.78	1.00	\$31.78
Kelley Toyota	0.0022%	\$34.33	\$22.84	\$160.60	\$160.60	\$16.06	\$16.06	\$410.49	1.00	\$410.49	\$12.71	1.00	\$12.71
Kemira Inc.	0.0064%	\$99.88	\$66.44	\$467.20	\$467.20	\$46.72	\$46.72	\$1,194.15	1.00	\$1,194.15	\$36.98	1.00	\$36.98
Kenan Oil	0.0114%	\$177.90	\$118.34	\$832.20	\$832.20	\$83.22	\$83.22	\$2,127.08	2.00	\$4,254.16	\$65.88	2.00	\$131.75
Kenan Oil	0.0027%	\$42.14	\$28.03	\$197.10	\$197.10	\$19.71	\$19.71	\$503.78	1.00	\$503.78	\$15.60	1.00	\$15.60
Kendall Co.	0.0054%	\$84.27	\$56.05	\$394.20	\$394.20	\$39.42	\$39.42	\$1,007.57	1.00	\$1,007.57	\$31.20	1.00	\$31.20
Kentucky Tennessee Clay Co.	0.0144%	\$224.72	\$149.48	\$1,051.20	\$1,051.20	\$105.12	\$105.12	\$2,686.84	1.00	\$2,686.84	\$83.21	1.00	\$83.21
Kenworth of Dothan	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Kerr Group Inc. Plastics Products Division, a/k/a Kerr Packing	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Kim's Pantry	0.0024%	\$37.45	\$24.91	\$175.20	\$175.20	\$17.52	\$17.52	\$447.81	1.00	\$447.81	\$13.87	1.00	\$13.87
Kinder Morgan Bulk Terminal	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
King Cadillac/Olds/GMC Truck	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40
Kissimmee Utility Authority	0.0061%	\$95.19	\$63.32	\$445.30	\$445.30	\$44.53	\$44.53	\$1,138.18	1.00	\$1,138.18	\$35.25	1.00	\$35.25
Kolors by Keisler	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
Komatsu Forklift USA	0.0083%	\$129.53	\$86.16	\$605.90	\$605.90	\$60.59	\$60.59	\$1,548.66	1.00	\$1,548.66	\$47.96	1.00	\$47.96

Cost Matrix for the Settling *De Minimis* Defendants

Kubota Mfg.	0.0117%	\$182.59	\$121.45	\$854.10	\$854.10	\$85.41	\$85.41	\$2,183.06	1.00	\$2,183.06	\$67.61	1.00	\$67.61
Kwalu Furniture	0.0019%	\$29.65	\$19.72	\$138.70	\$138.70	\$13.87	\$13.87	\$354.51	1.00	\$354.51	\$10.98	1.00	\$10.98
Kwik-File Storage Systems Div.	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	1.00	\$242.56	\$7.51	1.00	\$7.51
L&B Motors	0.0024%	\$37.45	\$24.91	\$175.20	\$175.20	\$17.52	\$17.52	\$447.81	1.00	\$447.81	\$13.87	1.00	\$13.87
L. P. Thebault Co.	0.0035%	\$54.62	\$36.33	\$255.50	\$255.50	\$25.55	\$25.55	\$653.05	1.00	\$653.05	\$20.22	1.00	\$20.22
Carlaw International n/k/a First Group America	0.0101%	\$157.62	\$104.84	\$737.30	\$737.30	\$73.73	\$73.73	\$1,884.52	1.00	\$1,884.52	\$58.36	1.00	\$58.36
Lamar Co Regional Solid Waste	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Landcrafters Lapco Industries	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Lawrenceville Body & Paint Shop	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
LB Foster Co	0.0418%	\$652.32	\$433.90	\$3,051.40	\$3,051.40	\$305.14	\$305.14	\$7,799.30	1.00	\$7,799.30	\$241.54	1.00	\$241.54
Lee Iron & Metal	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Lee Motor Co.	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
Lee Pontiac Oldsmobile	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Lester's Body Shop	0.0026%	\$40.57	\$26.99	\$189.80	\$189.80	\$18.98	\$18.98	\$485.12	1.00	\$485.12	\$15.02	1.00	\$15.02
Lexington Medical Center	0.0015%	\$23.41	\$15.57	\$109.50	\$109.50	\$10.95	\$10.95	\$279.88	1.00	\$279.88	\$8.67	1.00	\$8.67
Liberty Lincoln Mercury	0.0022%	\$34.33	\$22.84	\$160.60	\$160.60	\$16.06	\$16.06	\$410.49	1.00	\$410.49	\$12.71	1.00	\$12.71
Lindau Chemicals, Inc.	0.0085%	\$132.65	\$88.23	\$620.50	\$620.50	\$62.05	\$62.05	\$1,585.98	1.00	\$1,585.98	\$49.12	1.00	\$49.12
Linde, LLC	0.1984%	\$3,096.16	\$2,059.49	\$14,483.20	\$14,483.20	\$1,448.32	\$1,448.32	\$37,018.69	1.00	\$37,018.69	\$1,146.46	1.00	\$1,146.46
Louisiana-Pacific Corporation	0.0020%	\$31.21	\$20.76	\$146.00	\$146.00	\$14.60	\$14.60	\$373.17	1.00	\$373.17	\$11.56	1.00	\$11.56
Love Chevrolet/Olds	0.0089%	\$138.89	\$92.39	\$649.70	\$649.70	\$64.97	\$64.97	\$1,660.62	1.00	\$1,660.62	\$51.43	1.00	\$51.43
Luck Stone Corp.	0.0048%	\$74.91	\$49.83	\$350.40	\$350.40	\$35.04	\$35.04	\$895.61	2.00	\$1,791.23	\$27.74	2.00	\$55.47

Cost Matrix for the Settling *De Minimis* Defendants

M & L Motor Co., Inc.	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
M.B. Kahn Construction Co Inc	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
M.T. Metals Inc/Georgia Div	0.0061%	\$95.19	\$63.32	\$445.30	\$445.30	\$44.53	\$44.53	\$1,138.18	1.00	\$1,138.18	\$35.25	1.00	\$35.25
Mack Truck	0.0303%	\$472.85	\$314.53	\$2,211.90	\$2,211.90	\$221.19	\$221.19	\$5,653.56	1.00	\$5,653.56	\$175.09	1.00	\$175.09
Macuch Steel Products, Inc.	0.0037%	\$57.74	\$38.41	\$270.10	\$270.10	\$27.01	\$27.01	\$690.37	1.00	\$690.37	\$21.38	1.00	\$21.38
Magnum Auto Body & Painting	0.0031%	\$48.38	\$32.18	\$226.30	\$226.30	\$22.63	\$22.63	\$578.42	1.00	\$578.42	\$17.91	1.00	\$17.91
Management Engineering/ DFSTS	0.0085%	\$132.65	\$88.23	\$620.50	\$620.50	\$62.05	\$62.05	\$1,585.98	1.00	\$1,585.98	\$49.12	1.00	\$49.12
Maner Builders Supply	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Marietta Dodge Inc.	0.0026%	\$40.57	\$26.99	\$189.80	\$189.80	\$18.98	\$18.98	\$485.12	1.00	\$485.12	\$15.02	1.00	\$15.02
Mark Pittman	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Marley Cooling Tower	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
Marley Electric Heating	0.0309%	\$482.21	\$320.76	\$2,255.70	\$2,255.70	\$225.57	\$225.57	\$5,765.51	2.25	\$12,972.40	\$178.56	2.25	\$401.75
Martin Car Financing	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	1.00	\$242.56	\$7.51	1.00	\$7.51
Martin Marietta	0.1507%	\$2,351.77	\$1,564.34	\$11,001.10	\$11,001.10	\$1,100.11	\$1,100.11	\$28,118.53	1.00	\$28,118.53	\$870.83	1.00	\$870.83
Martinez Fire Department	0.0046%	\$71.79	\$47.75	\$335.80	\$335.80	\$33.58	\$33.58	\$858.30	1.00	\$858.30	\$26.58	1.00	\$26.58
Martinsville Stone Corp.	0.0147%	\$229.40	\$152.59	\$1,073.10	\$1,073.10	\$107.31	\$107.31	\$2,742.82	1.00	\$2,742.82	\$84.94	1.00	\$84.94
Mast Tank Cleaning	0.0040%	\$62.42	\$41.52	\$292.00	\$292.00	\$29.20	\$29.20	\$746.34	1.00	\$746.34	\$23.11	1.00	\$23.11
Master Buick GMC, Inc	0.0058%	\$90.51	\$60.21	\$423.40	\$423.40	\$42.34	\$42.34	\$1,082.20	1.00	\$1,082.20	\$33.52	1.00	\$33.52
Master Fabricators	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	1.00	\$242.56	\$7.51	1.00	\$7.51
Mastercraft Auto	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89

Cost Matrix for the Settling *De Minimis* Defendants

Mayer-Wildman, a/k/a Mayer Industries, Inc.	0.0362%	\$564.92	\$375.77	\$2,642.60	\$2,642.60	\$264.26	\$264.26	\$6,754.42	2.50	\$16,886.04	\$209.18	2.50	\$522.96
Mays Equipment	0.0110%	\$171.66	\$114.19	\$803.00	\$803.00	\$80.30	\$80.30	\$2,052.45	1.75	\$3,591.78	\$63.56	1.75	\$111.24
Mays International	0.0023%	\$35.89	\$23.88	\$167.90	\$167.90	\$16.79	\$16.79	\$429.15	1.00	\$429.15	\$13.29	1.00	\$13.29
McAlister Square Mall	0.0106%	\$165.42	\$110.03	\$773.80	\$773.80	\$77.38	\$77.38	\$1,977.81	1.00	\$1,977.81	\$61.25	1.00	\$61.25
McBrayer Chrysler	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
McCorkle Nurseries	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
McHerney Ford	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
McKenney Chevrolet	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
McKenny's	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.50	\$139.94	\$2.89	1.50	\$4.33
McLaughlin Ford	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
McLean's Refinishing	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	2.00	\$298.54	\$4.62	2.00	\$9.25
MECO Inc.	0.0134%	\$209.12	\$139.10	\$978.20	\$978.20	\$97.82	\$97.82	\$2,500.25	1.00	\$2,500.25	\$77.43	1.00	\$77.43
Medical University of S. C.	0.0147%	\$229.40	\$152.59	\$1,073.10	\$1,073.10	\$107.31	\$107.31	\$2,742.82	1.00	\$2,742.82	\$84.94	1.00	\$84.94
Meineke Car Care Center - Gastonia	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Mell Pauls Body Shop	0.0020%	\$31.21	\$20.76	\$146.00	\$146.00	\$14.60	\$14.60	\$373.17	1.00	\$373.17	\$11.56	1.00	\$11.56
Mestek	0.0037%	\$57.74	\$38.41	\$270.10	\$270.10	\$27.01	\$27.01	\$690.37	1.00	\$690.37	\$21.38	1.00	\$21.38
Metal Forge	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40
Metokote, Inc.	0.0445%	\$694.45	\$461.93	\$3,248.50	\$3,248.50	\$324.85	\$324.85	\$8,303.08	1.00	\$8,303.08	\$257.15	1.00	\$257.15
Metrack	0.0031%	\$48.38	\$32.18	\$226.30	\$226.30	\$22.63	\$22.63	\$578.42	1.00	\$578.42	\$17.91	1.00	\$17.91
MGW Precision Small Parts	0.0194%	\$302.75	\$201.38	\$1,416.20	\$1,416.20	\$141.62	\$141.62	\$3,619.77	1.00	\$3,619.77	\$112.10	1.00	\$112.10
Miami Crating Co., Inc.	0.0029%	\$45.26	\$30.10	\$211.70	\$211.70	\$21.17	\$21.17	\$541.10	1.00	\$541.10	\$16.76	1.00	\$16.76
Miami Dade Water and Sewer	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Miami International Airport	0.0027%	\$42.14	\$28.03	\$197.10	\$197.10	\$19.71	\$19.71	\$503.78	1.00	\$503.78	\$15.60	1.00	\$15.60

Cost Matrix for the Settling *De Minimis* Defendants

Michelin North America, Inc.	0.0030%	\$46.82	\$31.14	\$219.00	\$219.00	\$21.90	\$21.90	\$559.76	1.00	\$559.76	\$17.34	1.00	\$17.34
Michigan Recovery Systems, Inc.	0.0293%	\$457.24	\$304.15	\$2,138.90	\$2,138.90	\$213.89	\$213.89	\$5,466.97	2.75	\$15,034.18	\$169.31	2.75	\$465.61
Midland Paint & Body	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Midlands Technical College	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.25	\$116.62	\$2.89	1.25	\$3.61
Midwest Steel	0.0023%	\$35.89	\$23.88	\$167.90	\$167.90	\$16.79	\$16.79	\$429.15	1.00	\$429.15	\$13.29	1.00	\$13.29
Milhaven Plantation	0.0325%	\$507.18	\$337.37	\$2,372.50	\$2,372.50	\$237.25	\$237.25	\$6,064.05	1.00	\$6,064.05	\$187.80	1.00	\$187.80
Mill Cabinet Shop, Inc.	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Miller Cadillac	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
Milliken and Company	0.1519%	\$2,370.50	\$1,576.80	\$11,088.70	\$11,088.70	\$1,108.87	\$1,108.87	\$28,342.43	1.00	\$28,342.43	\$877.76	1.00	\$877.76
Minister Machine Company	0.0045%	\$70.23	\$46.71	\$328.50	\$328.50	\$32.85	\$32.85	\$839.64	1.00	\$839.64	\$26.00	1.00	\$26.00
Minit Lube	0.0014%	\$21.85	\$14.53	\$102.20	\$102.20	\$10.22	\$10.22	\$261.22	1.00	\$261.22	\$8.09	1.00	\$8.09
Miracle Strip Paint & Body	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Modern Motors	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Modern Welding	0.0113%	\$176.34	\$117.30	\$824.90	\$824.90	\$82.49	\$82.49	\$2,108.42	1.50	\$3,162.63	\$65.30	1.50	\$97.95
Mohawk Industries	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
MonierLife ile	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Monsanto Company	0.0539%	\$841.14	\$559.51	\$3,934.70	\$3,934.70	\$393.47	\$393.47	\$10,056.99	3.00	\$30,170.98	\$311.46	3.00	\$934.39
Montco Research Products	0.0636%	\$992.52	\$660.20	\$4,642.80	\$4,642.80	\$464.28	\$464.28	\$11,866.88	1.00	\$11,866.88	\$367.52	1.00	\$367.52
Moore Business Forms	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.75	\$195.92	\$3.47	1.75	\$6.07
Moore-Hudson Oldsmobile	0.0121%	\$188.83	\$125.60	\$883.30	\$883.30	\$88.33	\$88.33	\$2,257.69	1.00	\$2,257.69	\$69.92	1.00	\$69.92
Morgan Corporation	0.0069%	\$107.68	\$71.63	\$503.70	\$503.70	\$50.37	\$50.37	\$1,287.44	1.00	\$1,287.44	\$39.87	1.00	\$39.87
Morrison Frame & Body	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04

Cost Matrix for the Settling *De Minimis* Defendants

Morton Plant/Meese	0.0019%	\$29.65	\$19.72	\$138.70	\$138.70	\$13.87	\$13.87	\$354.51	1.25	\$443.14	\$10.98	1.25	\$13.72
Motion Industries, Inc.	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Moultrie Mfg. Company	0.0030%	\$46.82	\$31.14	\$219.00	\$219.00	\$21.90	\$21.90	\$559.76	1.00	\$559.76	\$17.34	1.00	\$17.34
Mt. Sinai Medical Center	0.0033%	\$51.50	\$34.26	\$240.90	\$240.90	\$24.09	\$24.09	\$615.73	2.25	\$1,385.40	\$19.07	2.25	\$42.91
Mueller Company	0.0173%	\$269.98	\$179.58	\$1,262.90	\$1,262.90	\$126.29	\$126.29	\$3,227.94	1.00	\$3,227.94	\$99.97	1.00	\$99.97
Mundy Construction, Inc.	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
N. C. Forest Commission	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.75	\$195.92	\$3.47	1.75	\$6.07
Nabisco, Inc.	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40
Nalley Acura	0.0081%	\$126.41	\$84.08	\$591.30	\$591.30	\$59.13	\$59.13	\$1,511.35	1.00	\$1,511.35	\$46.81	1.00	\$46.81
Nalley Motor Trucks	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
National Icee	0.0015%	\$23.41	\$15.57	\$109.50	\$109.50	\$10.95	\$10.95	\$279.88	1.00	\$279.88	\$8.67	1.00	\$8.67
National Spinning	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
NBSC	0.0017%	\$26.53	\$17.65	\$124.10	\$124.10	\$12.41	\$12.41	\$317.20	1.00	\$317.20	\$9.82	1.00	\$9.82
NCR Corporation	0.0078%	\$121.72	\$80.97	\$569.40	\$569.40	\$56.94	\$56.94	\$1,455.37	1.00	\$1,455.37	\$45.07	1.00	\$45.07
Nelson Preferred Paint, Inc.	0.0015%	\$23.41	\$15.57	\$109.50	\$109.50	\$10.95	\$10.95	\$279.88	1.00	\$279.88	\$8.67	1.00	\$8.67
Newberry Career Center	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Newsome Auto World	0.0062%	\$96.75	\$64.36	\$452.60	\$452.60	\$45.26	\$45.26	\$1,156.83	1.00	\$1,156.83	\$35.83	1.00	\$35.83
Nichols Land & Investment Co.	0.0097%	\$151.37	\$100.69	\$708.10	\$708.10	\$70.81	\$70.81	\$1,809.89	1.00	\$1,809.89	\$56.05	1.00	\$56.05
Nicolon Corp.	0.0223%	\$348.01	\$231.48	\$1,627.90	\$1,627.90	\$162.79	\$162.79	\$4,160.87	1.00	\$4,160.87	\$128.86	1.00	\$128.86
Nimnicht Chevrolet	0.0020%	\$31.21	\$20.76	\$146.00	\$146.00	\$14.60	\$14.60	\$373.17	1.00	\$373.17	\$11.56	1.00	\$11.56
Norfolk Housing Authority - Diggs Town	0.0827%	\$1,290.59	\$858.47	\$6,037.10	\$6,037.10	\$603.71	\$603.71	\$15,430.67	1.00	\$15,430.67	\$477.89	1.00	\$477.89

Cost Matrix for the Settling *De Minimis* Defendants

Norfolk Southern Corporation	0.0040%	\$62.42	\$41.52	\$292.00	\$292.00	\$29.20	\$29.20	\$746.34	1.00	\$746.34	\$23.11	1.00	\$23.11
North Carolina Department of Education, Randolph County Schools	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
North Charleston Coliseum	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.75	\$261.22	\$4.62	1.75	\$8.09
Northeast Sanitary Landfill	0.0156%	\$243.45	\$161.94	\$1,138.80	\$1,138.80	\$113.88	\$113.88	\$2,910.74	1.00	\$2,910.74	\$90.15	1.00	\$90.15
Nucor Corporation	0.0074%	\$115.48	\$76.82	\$540.20	\$540.20	\$54.02	\$54.02	\$1,380.74	2.50	\$3,451.84	\$42.76	2.50	\$106.90
Nutrek & Associates	0.0136%	\$212.24	\$141.17	\$992.80	\$992.80	\$99.28	\$99.28	\$2,537.57	1.00	\$2,537.57	\$78.59	1.00	\$78.59
Nutra Sweet Olympic Enterprises	0.0094%	\$146.69	\$97.58	\$686.20	\$686.20	\$68.62	\$68.62	\$1,753.91	1.00	\$1,753.91	\$54.32	1.00	\$54.32
Opima Chemical Group LLC	0.1475%	\$2,301.83	\$1,531.12	\$10,767.50	\$10,767.50	\$1,076.75	\$1,076.75	\$27,521.45	1.00	\$27,521.45	\$852.34	1.00	\$852.34
Orangeburg Calhan Technical College	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Overnight Transportation	0.0021%	\$32.77	\$21.80	\$153.30	\$153.30	\$15.33	\$15.33	\$391.83	1.75	\$685.70	\$12.13	1.75	\$21.24
Pace Analytical Service	0.0020%	\$31.21	\$20.76	\$146.00	\$146.00	\$14.60	\$14.60	\$373.17	1.00	\$373.17	\$11.56	1.00	\$11.56
Pak Tank Corporation	0.0030%	\$46.82	\$31.14	\$219.00	\$219.00	\$21.90	\$21.90	\$559.76	1.00	\$559.76	\$17.34	1.00	\$17.34
Palm Beach Biltmore Condominium Association, Inc.	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Palmetto Ford	0.0019%	\$29.65	\$19.72	\$138.70	\$138.70	\$13.87	\$13.87	\$354.51	1.00	\$354.51	\$10.98	1.00	\$10.98
Palmetto Paint and Body Works	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Panalpina Inc.	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Panoecean Southland, Inc.	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40

Cost Matrix for the Settling *De Minimis* Defendants

Parkway Ford Inc.	0.0034%	\$53.06	\$35.29	\$248.20	\$248.20	\$24.82	\$24.82	\$634.39	1.00	\$634.39	\$19.65	1.00	\$19.65
Patterson Buick GMC	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Patterson Pump Co.	0.0850%	\$1,326.48	\$882.34	\$6,205.00	\$6,205.00	\$620.50	\$620.50	\$15,859.82	1.00	\$15,859.82	\$491.18	1.00	\$491.18
Peach State Ford Truck Sales	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Pee Dee Pathology	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Pendarvis Chevrolet	0.0029%	\$45.26	\$30.10	\$211.70	\$211.70	\$21.17	\$21.17	\$541.10	1.00	\$541.10	\$16.76	1.00	\$16.76
Pennington Feed & Seed	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40
Pep Boys Store #43	0.0030%	\$46.82	\$31.14	\$219.00	\$219.00	\$21.90	\$21.90	\$559.76	1.00	\$559.76	\$17.34	1.00	\$17.34
Pep Boys Store #44	0.0036%	\$56.18	\$37.37	\$262.80	\$262.80	\$26.28	\$26.28	\$671.71	1.00	\$671.71	\$20.80	1.00	\$20.80
Pepperidge Farms	0.0054%	\$84.27	\$56.05	\$394.20	\$394.20	\$39.42	\$39.42	\$1,007.57	1.00	\$1,007.57	\$31.20	1.00	\$31.20
Pepsi Cola	0.0052%	\$81.15	\$53.98	\$379.60	\$379.60	\$37.96	\$37.96	\$970.25	1.25	\$1,212.81	\$30.05	1.25	\$37.56
Perry Tritech Petroleum Analysis Laboratory	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
Petroleum Source and Systems Group/GA Power Co.	0.0019%	\$29.65	\$19.72	\$138.70	\$138.70	\$13.87	\$13.87	\$354.51	1.00	\$354.51	\$10.98	1.00	\$10.98
Phenix Supply Company	0.0098%	\$152.94	\$101.73	\$715.40	\$715.40	\$71.54	\$71.54	\$1,828.54	1.00	\$1,828.54	\$56.63	1.00	\$56.63
Pike Electric	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.25	\$93.29	\$2.31	1.25	\$2.89
Pitt County Schools	0.0023%	\$35.89	\$23.88	\$167.90	\$167.90	\$16.79	\$16.79	\$429.15	1.00	\$429.15	\$13.29	1.00	\$13.29
Pitt-Stop #47/Brandi Petroleum	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Plant Machine & Welding	0.0021%	\$32.77	\$21.80	\$153.30	\$153.30	\$15.33	\$15.33	\$391.83	1.00	\$391.83	\$12.13	1.00	\$12.13
PMP, Inc.	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Polar Air Cargo	0.0124%	\$193.51	\$128.72	\$905.20	\$905.20	\$90.52	\$90.52	\$2,313.67	1.00	\$2,313.67	\$71.65	1.00	\$71.65
Pontiac Foods, Inc.	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Precision Tank Service	0.0070%	\$109.24	\$72.66	\$511.00	\$511.00	\$51.10	\$51.10	\$1,306.10	2.50	\$3,265.26	\$40.45	2.50	\$101.12
	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93

Appendix C

Cost Matrix for the Settling *De Minimis* Defendants

Professional Body	0.0017%	\$26.53	\$17.65	\$124.10	\$124.10	\$12.41	\$12.41	\$317.20	1.00	\$317.20	\$9.82	1.00	\$9.82
Progress Rail Services	0.1688%	\$2,634.23	\$1,752.23	\$12,322.40	\$12,322.40	\$1,232.24	\$1,232.24	\$31,495.74	1.00	\$31,495.74	\$975.42	1.00	\$975.42
Protech Cooling Towers	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.75	\$228.57	\$4.04	1.75	\$7.08
Publix Supermarkets, Inc.	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
Pugmire Lincoln-Mercury	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Pulaski Furniture Corporation	0.0035%	\$54.62	\$36.33	\$255.50	\$255.50	\$25.55	\$25.55	\$653.05	1.00	\$653.05	\$20.22	1.00	\$20.22
Pulliam Lumber CO.	0.0046%	\$71.79	\$47.75	\$335.80	\$335.80	\$33.58	\$33.58	\$858.30	1.00	\$858.30	\$26.58	1.00	\$26.58
Pulliam-Wray Mazda/Volkswagen	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
R & H Maxxon	0.0065%	\$101.44	\$67.47	\$474.50	\$474.50	\$47.45	\$47.45	\$1,212.81	1.00	\$1,212.81	\$37.56	1.00	\$37.56
R & R Truck Repair	0.0050%	\$78.03	\$51.90	\$365.00	\$365.00	\$36.50	\$36.50	\$932.93	2.00	\$1,865.86	\$28.89	2.00	\$57.79
R & W Auto Parts/Parts Plus	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
R. D. Brown Contractors	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40
R. D. Simpson, Inc.	0.0034%	\$53.06	\$35.29	\$248.20	\$248.20	\$24.82	\$24.82	\$634.39	1.50	\$951.59	\$19.65	1.50	\$29.47
R. Holler Chevrolet	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
R.L. Jordan Oil Company	0.0234%	\$365.17	\$242.90	\$1,708.20	\$1,708.20	\$170.82	\$170.82	\$4,366.12	1.00	\$4,366.12	\$135.22	1.00	\$135.22
R. W. Allen	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
R.J. Reynolds Tobacco Co	0.1135%	\$1,771.24	\$1,178.19	\$8,285.50	\$8,285.50	\$828.55	\$828.55	\$21,177.52	1.25	\$26,471.91	\$655.87	1.25	\$819.83
Race rac - N Columbia Hwy	0.0014%	\$21.85	\$14.53	\$102.20	\$102.20	\$10.22	\$10.22	\$261.22	1.00	\$261.22	\$8.09	1.00	\$8.09
Racetrac Petroleum Inc	0.0070%	\$109.24	\$72.66	\$511.00	\$511.00	\$51.10	\$51.10	\$1,306.10	1.00	\$1,306.10	\$40.45	1.00	\$40.45
Raytheon Company	0.0187%	\$291.83	\$194.12	\$1,365.10	\$1,365.10	\$136.51	\$136.51	\$3,489.16	2.25	\$7,850.61	\$108.06	2.25	\$243.13
Reco Industries	0.0048%	\$74.91	\$49.83	\$350.40	\$350.40	\$35.04	\$35.04	\$895.61	2.00	\$1,791.23	\$27.74	2.00	\$55.47

Appendix C

Cost Matrix for the Settling *De Minimis* Defendants

Reichhold Chemicals	0.0445%	\$694.45	\$461.93	\$3,248.50	\$3,248.50	\$324.85	\$324.85	\$8,303.08	1.00	\$8,303.08	\$257.15	1.00	\$257.15
Remtech Engineers	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.50	\$195.92	\$4.04	1.50	\$6.07
Renosol Corporation	0.0020%	\$31.21	\$20.76	\$146.00	\$146.00	\$14.60	\$14.60	\$373.17	1.00	\$373.17	\$11.56	1.00	\$11.56
Revco Distribution Center	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40
Revest Inc.	0.0266%	\$415.11	\$276.12	\$1,941.80	\$1,941.80	\$194.18	\$194.18	\$4,963.19	1.00	\$4,963.19	\$153.71	1.00	\$153.71
Richard Geotile Construction	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Richards Paint and Body Works, Inc.	0.0020%	\$31.21	\$20.76	\$146.00	\$146.00	\$14.60	\$14.60	\$373.17	1.00	\$373.17	\$11.56	1.00	\$11.56
Richard's Wrecker	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Richland Memorial Hospital	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Richmond Academy-Vocation Dept.	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Richmond Bonded Warehouse	0.0020%	\$31.21	\$20.76	\$146.00	\$146.00	\$14.60	\$14.60	\$373.17	1.00	\$373.17	\$11.56	1.00	\$11.56
Richmond County	0.1228%	\$1,916.37	\$1,274.72	\$8,964.40	\$8,964.40	\$896.44	\$896.44	\$22,912.78	1.75	\$40,097.36	\$709.61	1.75	\$1,241.81
Richmond Supply Co.	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
Rick's Paint & Body Shop	0.0016%	\$24.97	\$16.61	\$116.80	\$116.80	\$11.68	\$11.68	\$298.54	1.00	\$298.54	\$9.25	1.00	\$9.25
Riegel Consumer Products	0.0196%	\$305.87	\$203.46	\$1,430.80	\$1,430.80	\$143.08	\$143.08	\$3,657.09	1.50	\$5,485.63	\$113.26	1.50	\$169.89
Rite-Aid	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Ritz Instrument Transformers	0.1281%	\$1,999.08	\$1,329.74	\$9,351.30	\$9,351.30	\$935.13	\$935.13	\$23,901.68	1.00	\$23,901.68	\$740.23	1.00	\$740.23
Riverside Buick Cadillac	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Riverside Ford, Inc.	0.0084%	\$131.09	\$87.20	\$613.20	\$613.20	\$61.32	\$61.32	\$1,567.32	1.00	\$1,567.32	\$48.54	1.00	\$48.54
Roadway	0.0103%	\$160.74	\$106.92	\$751.90	\$751.90	\$75.19	\$75.19	\$1,921.84	1.00	\$1,921.84	\$59.52	1.00	\$59.52
Robert Bosch Corp.	0.0656%	\$1,023.73	\$680.96	\$4,788.80	\$4,788.80	\$478.88	\$478.88	\$12,240.05	1.00	\$12,240.05	\$379.07	1.00	\$379.07

Cost Matrix for the Settling *De Minimis* Defendants

Rocky Mt/Wilson Regional Airport Authority	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Rogers Classic Coll.	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
Ross Chemical, Inc.	0.0359%	\$560.24	\$372.66	\$2,620.70	\$2,620.70	\$262.07	\$262.07	\$6,698.44	1.00	\$6,698.44	\$207.45	1.00	\$207.45
Royston Manufacturing	0.0118%	\$184.15	\$122.49	\$861.40	\$861.40	\$86.14	\$86.14	\$2,201.72	1.75	\$3,853.00	\$68.19	1.75	\$119.33
Rozier Ford Lincoln Mercury	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
Ruelgers Nease Chemical	0.0155%	\$241.89	\$160.90	\$1,131.50	\$1,131.50	\$113.15	\$113.15	\$2,892.08	1.00	\$2,892.08	\$89.57	1.00	\$89.57
S.L. Munson Company	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	1.00	\$242.56	\$7.51	1.00	\$7.51
Sabre Textron	0.0538%	\$839.58	\$558.47	\$3,927.40	\$3,927.40	\$392.74	\$392.74	\$10,038.33	3.00	\$30,115.00	\$310.89	3.00	\$932.66
Safety Kleen Inc	0.0737%	\$1,150.13	\$765.04	\$5,380.10	\$5,380.10	\$538.01	\$538.01	\$13,751.40	1.00	\$13,751.40	\$425.88	1.00	\$425.88
Saint Bartholomew Church	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Salant Corporation	0.0040%	\$62.42	\$41.52	\$292.00	\$292.00	\$29.20	\$29.20	\$746.34	1.50	\$1,119.52	\$23.11	1.50	\$34.67
Sample & Son	0.0050%	\$78.03	\$51.90	\$365.00	\$365.00	\$36.50	\$36.50	\$932.93	1.00	\$932.93	\$28.89	1.00	\$28.89
Sanders Truck	0.0043%	\$67.10	\$44.64	\$313.90	\$313.90	\$31.39	\$31.39	\$802.32	1.00	\$802.32	\$24.85	1.00	\$24.85
Sandervine Hospital/Washington County Regional Medical Ctr.	0.0023%	\$35.89	\$23.88	\$167.90	\$167.90	\$16.79	\$16.79	\$429.15	1.00	\$429.15	\$13.29	1.00	\$13.29
Sandoz Chemical Corp.	0.0351%	\$547.76	\$364.36	\$2,562.30	\$2,562.30	\$256.23	\$256.23	\$6,549.17	1.00	\$6,549.17	\$202.83	1.00	\$202.83
Sandy Springs Toyota	0.0019%	\$29.65	\$19.72	\$138.70	\$138.70	\$13.87	\$13.87	\$354.51	1.00	\$354.51	\$10.98	1.00	\$10.98
Satcher Ford Lincoln Mercury	0.0029%	\$45.26	\$30.10	\$211.70	\$211.70	\$21.17	\$21.17	\$541.10	1.00	\$541.10	\$16.76	1.00	\$16.76
Schaeffer Buick, Inc.	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Schenker Inc.	0.0022%	\$34.33	\$22.84	\$160.60	\$160.60	\$16.06	\$16.06	\$410.49	1.00	\$410.49	\$12.71	1.00	\$12.71

Cost Matrix for the Settling *De Minimis* Defendants

Schodey Cadillac	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Schumacher Buick Inc.	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Scollon Productions	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Scott Bridge Co., Inc.	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
Scott Cars	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Scovill Inc.	0.0032%	\$49.94	\$33.22	\$233.60	\$233.60	\$23.36	\$23.36	\$597.08	1.00	\$597.08	\$18.49	1.00	\$18.49
Sears, Roebuck and Co.	0.0040%	\$62.42	\$41.52	\$292.00	\$292.00	\$29.20	\$29.20	\$746.34	1.00	\$746.34	\$23.11	1.00	\$23.11
Sebastian Aero	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	2.00	\$447.81	\$6.93	2.00	\$13.87
Selig Chemical	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.75	\$587.75	\$10.40	1.75	\$18.20
Selig Enterprises	0.0032%	\$49.94	\$33.22	\$233.60	\$233.60	\$23.36	\$23.36	\$597.08	1.00	\$597.08	\$18.49	1.00	\$18.49
Seminole Marine	0.0089%	\$138.89	\$92.39	\$649.70	\$649.70	\$64.97	\$64.97	\$1,660.62	1.00	\$1,660.62	\$51.43	1.00	\$51.43
Seydel Companies	0.0076%	\$118.60	\$78.89	\$554.80	\$554.80	\$55.48	\$55.48	\$1,418.05	1.00	\$1,418.05	\$43.92	1.00	\$43.92
Shaw Industries	0.0065%	\$101.44	\$67.47	\$474.50	\$474.50	\$47.45	\$47.45	\$1,212.81	1.00	\$1,212.81	\$37.56	1.00	\$37.56
Sheppard Community Center	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
Sherwin Williams Co.	0.0107%	\$166.98	\$111.07	\$781.10	\$781.10	\$78.11	\$78.11	\$1,996.47	1.00	\$1,996.47	\$61.83	1.00	\$61.83
Shumaker Furniture Service, Inc.	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.75	\$163.26	\$2.89	1.75	\$5.06
Siemons, Inc.	0.0048%	\$74.91	\$49.83	\$350.40	\$350.40	\$35.04	\$35.04	\$895.61	1.50	\$1,343.42	\$27.74	1.50	\$41.61
Silvereagle Transport	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
Silverstein's Cleaners	0.0024%	\$37.45	\$24.91	\$175.20	\$175.20	\$17.52	\$17.52	\$447.81	1.00	\$447.81	\$13.87	1.00	\$13.87
Sitton Buick	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40
Sleeveco, Inc.	0.0118%	\$184.15	\$122.49	\$861.40	\$861.40	\$86.14	\$86.14	\$2,201.72	1.00	\$2,201.72	\$68.19	1.00	\$68.19
Smithfield Packing company	0.0200%	\$312.11	\$207.61	\$1,460.00	\$1,460.00	\$146.00	\$146.00	\$3,731.72	1.50	\$5,597.58	\$115.57	1.50	\$173.36
SmithKline Beecham	0.0322%	\$502.50	\$334.25	\$2,350.60	\$2,350.60	\$235.06	\$235.06	\$6,008.07	2.50	\$15,020.18	\$186.07	2.50	\$465.17
Smith's Chevron	0.0046%	\$71.79	\$47.75	\$335.80	\$335.80	\$33.58	\$33.58	\$858.30	1.00	\$858.30	\$26.58	1.00	\$26.58
Snap On Tools	0.0279%	\$435.40	\$289.62	\$2,036.70	\$2,036.70	\$203.67	\$203.67	\$5,205.75	1.00	\$5,205.75	\$161.22	1.00	\$161.22

Cost Matrix for the Settling *De Minimis* Defendants

Solvay LLC/a Amoco Performance Products	0.0566%	\$883.28	\$587.54	\$4,131.80	\$4,131.80	\$413.18	\$413.18	\$10,560.77	2.50	\$26,401.94	\$327.07	2.50	\$817.66
Somerset Fibers f.k.a. Lin-Pac Corp.	0.0048%	\$74.91	\$49.83	\$350.40	\$350.40	\$35.04	\$35.04	\$895.61	1.00	\$895.61	\$27.74	1.00	\$27.74
Sommer's Oil Company	0.0045%	\$70.23	\$46.71	\$328.50	\$328.50	\$32.85	\$32.85	\$839.64	1.00	\$839.64	\$26.00	1.00	\$26.00
Sonic - Newsome Chevrolet	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	2.00	\$261.22	\$4.04	2.00	\$8.09
South Carolina Department of Commerce	0.0029%	\$45.26	\$30.10	\$211.70	\$211.70	\$21.17	\$21.17	\$541.10	1.00	\$541.10	\$16.76	1.00	\$16.76
South Carolina Department of Corrections	0.0139%	\$216.92	\$144.29	\$1,014.70	\$1,014.70	\$101.47	\$101.47	\$2,593.55	1.00	\$2,593.55	\$80.32	1.00	\$80.32
South Carolina Department of Education, Barnwell Public Schools	0.0131%	\$204.43	\$135.98	\$956.30	\$956.30	\$95.63	\$95.63	\$2,444.28	1.00	\$2,444.28	\$75.70	1.00	\$75.70
South Carolina Department of Public Safety	0.0273%	\$426.03	\$283.39	\$1,992.90	\$1,992.90	\$199.29	\$199.29	\$5,093.80	1.00	\$5,093.80	\$157.75	1.00	\$157.75
South Carolina Dept of Education, Aiken County	0.0173%	\$269.98	\$179.58	\$1,262.90	\$1,262.90	\$126.29	\$126.29	\$3,227.94	1.00	\$3,227.94	\$99.97	1.00	\$99.97
South Carolina Dept of Education, Beaufort County	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
South Carolina Dept of Education, Colleton County	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47

Appendix C

Cost Matrix for the Settling *De Minimis* Defendants

South Carolina Dept of Education, Dorchester County	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
South Carolina Dept of Education, Florence County	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
South Carolina Dept of Education, Greenville County	0.0032%	\$49.94	\$33.22	\$233.60	\$233.60	\$23.36	\$23.36	\$597.08	1.00	\$597.08	\$18.49	1.00	\$18.49
South Carolina Dept of Education, Horry County	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
South Carolina Dept of Education, Lexington County	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40
South Carolina Dept of Education, Marlboro County	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
South Carolina Dept of Education, Newberry County	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
South Carolina Dept of Education, Richland County	0.0034%	\$53.06	\$35.29	\$248.20	\$248.20	\$24.82	\$24.82	\$634.39	1.00	\$634.39	\$19.65	1.00	\$19.65
South Carolina Dept of Education, Spartanburg County	0.0017%	\$26.53	\$17.65	\$124.10	\$124.10	\$12.41	\$12.41	\$317.20	1.00	\$317.20	\$9.82	1.00	\$9.82

Cost Matrix for the Settling *De Minimis* Defendants

South Carolina Dept of Education, Sumter County	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
South Carolina Dept of Education, Union County	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
South Carolina Dept of Health & Environment	0.0048%	\$74.91	\$49.83	\$350.40	\$350.40	\$35.04	\$35.04	\$895.61	2.00	\$1,791.23	\$27.74	2.00	\$55.47
South Carolina Dept of Juvenile Justice	0.0041%	\$63.98	\$42.56	\$299.30	\$299.30	\$29.93	\$29.93	\$765.00	1.00	\$765.00	\$23.69	1.00	\$23.69
South Carolina Dept of Natural Resources	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
South Carolina Law Enforcement Division	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.25	\$139.94	\$3.47	1.25	\$4.33
South Carolina State Museum	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
South Carolina State Ports Authority	0.0095%	\$148.25	\$98.61	\$693.50	\$693.50	\$69.35	\$69.35	\$1,772.57	1.50	\$2,658.85	\$54.90	1.50	\$82.34
Southeastern Equipment	0.0133%	\$207.55	\$138.06	\$970.90	\$970.90	\$97.09	\$97.09	\$2,481.60	1.00	\$2,481.60	\$76.85	1.00	\$76.85
Southeastern Freight Lines	0.0077%	\$120.16	\$79.93	\$562.10	\$562.10	\$56.21	\$56.21	\$1,436.71	1.50	\$2,155.07	\$44.49	1.50	\$66.74
Southeastern Newspaper Corp.	0.0306%	\$477.53	\$317.64	\$2,233.80	\$2,233.80	\$223.38	\$223.38	\$5,709.54	1.25	\$7,136.92	\$176.82	1.25	\$221.03
Southeastern Petroleum Systems	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Southern Aggregate	0.0117%	\$182.59	\$121.45	\$854.10	\$854.10	\$85.41	\$85.41	\$2,183.06	1.00	\$2,183.06	\$67.61	1.00	\$67.61

Cost Matrix for the Settling *De Minimis* Defendants

Southern Felt Company	0.0095%	\$148.25	\$98.61	\$693.50	\$693.50	\$69.35	\$69.35	\$1,772.57	2.00	\$3,545.14	\$54.90	2.00	\$109.79
Southern Nuclear/Plant Vogtle	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Southtowne Hyundai	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Spann-Contract Packaging	0.0056%	\$87.39	\$58.13	\$408.80	\$408.80	\$40.88	\$40.88	\$1,044.88	1.00	\$1,044.88	\$32.36	1.00	\$32.36
Speedway Super America	0.0619%	\$965.99	\$642.55	\$4,518.70	\$4,518.70	\$451.87	\$451.87	\$11,549.68	1.00	\$11,549.68	\$357.69	1.00	\$357.69
Square D Co.	0.0120%	\$187.27	\$124.57	\$876.00	\$876.00	\$87.60	\$87.60	\$2,239.03	1.00	\$2,239.03	\$69.34	1.00	\$69.34
St. Joseph Hospital - GA	0.0077%	\$120.16	\$79.93	\$562.10	\$562.10	\$56.21	\$56.21	\$1,436.71	1.00	\$1,436.71	\$44.49	1.00	\$44.49
St. Joseph's Hospital - FL	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
St. Mary's Help of Christ. Church	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Standard Concrete	0.0057%	\$88.95	\$59.17	\$416.10	\$416.10	\$41.61	\$41.61	\$1,063.54	1.00	\$1,063.54	\$32.94	1.00	\$32.94
Standard Hall Group	0.0195%	\$304.31	\$202.42	\$1,423.50	\$1,423.50	\$142.35	\$142.35	\$3,638.43	1.00	\$3,638.43	\$112.68	1.00	\$112.68
Star Fibers	0.0049%	\$76.47	\$50.86	\$357.70	\$357.70	\$35.77	\$35.77	\$914.27	1.00	\$914.27	\$28.31	1.00	\$28.31
Starlio Corporation	0.1553%	\$2,423.55	\$1,612.09	\$11,336.90	\$11,336.90	\$1,133.69	\$1,133.69	\$28,976.82	1.00	\$28,976.82	\$897.41	1.00	\$897.41
Starrette Trucking	0.0072%	\$112.36	\$74.74	\$525.60	\$525.60	\$52.56	\$52.56	\$1,343.42	1.00	\$1,343.42	\$41.61	1.00	\$41.61
State of Virginia DGS BOFM	0.0045%	\$70.23	\$46.71	\$328.50	\$328.50	\$32.85	\$32.85	\$839.64	1.00	\$839.64	\$26.00	1.00	\$26.00
Station House	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Steel & Pipe Company	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Steven's Graphics	0.0025%	\$39.01	\$25.95	\$182.50	\$182.50	\$18.25	\$18.25	\$466.47	1.00	\$466.47	\$14.45	1.00	\$14.45
Sticky Business	0.0017%	\$26.53	\$17.65	\$124.10	\$124.10	\$12.41	\$12.41	\$317.20	1.00	\$317.20	\$9.82	1.00	\$9.82
Strongwell, Inc.	0.0065%	\$101.44	\$67.47	\$474.50	\$474.50	\$47.45	\$47.45	\$1,212.81	1.75	\$2,122.42	\$37.56	1.75	\$65.73
Stuckey Brothers Parts Co.	0.0226%	\$352.69	\$234.60	\$1,649.80	\$1,649.80	\$164.98	\$164.98	\$4,216.85	1.00	\$4,216.85	\$130.60	1.00	\$130.60
Summit Paint & Body Shop	0.0042%	\$65.54	\$43.60	\$306.60	\$306.60	\$30.66	\$30.66	\$783.66	1.00	\$783.66	\$24.27	1.00	\$24.27

Appendix C

Cost Matrix for the Settling *De Minimis* Defendants

Sun Chemical Inc.	0.0067%	\$104.56	\$69.55	\$489.10	\$489.10	\$48.91	\$48.91	\$1,250.13	1.00	\$1,250.13	\$38.72	1.00	\$38.72
Superior Carriers Inc.	0.0159%	\$248.13	\$165.05	\$1,160.70	\$1,160.70	\$116.07	\$116.07	\$2,966.72	1.00	\$2,966.72	\$91.88	1.00	\$91.88
Superior Dental and Surgical Mfg.	0.0026%	\$40.57	\$26.99	\$189.80	\$189.80	\$18.98	\$18.98	\$485.12	1.00	\$485.12	\$15.02	1.00	\$15.02
Superior Motors	0.0031%	\$48.38	\$32.18	\$226.30	\$226.30	\$22.63	\$22.63	\$578.42	1.00	\$578.42	\$17.91	1.00	\$17.91
Supreme Corp.	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Swedish Imports	0.0025%	\$39.01	\$25.95	\$182.50	\$182.50	\$18.25	\$18.25	\$466.47	1.00	\$466.47	\$14.45	1.00	\$14.45
Sylvania Peanut Co.	0.0014%	\$21.85	\$14.53	\$102.20	\$102.20	\$10.22	\$10.22	\$261.22	1.00	\$261.22	\$8.09	1.00	\$8.09
T. C. Baycor	0.0022%	\$34.33	\$22.84	\$160.60	\$160.60	\$16.06	\$16.06	\$410.49	1.00	\$410.49	\$12.71	1.00	\$12.71
Tar Heel Ford & Truck	0.0003%	\$4.68	\$3.11	\$21.90	\$21.90	\$2.19	\$2.19	\$55.98	1.00	\$55.98	\$1.73	1.00	\$1.73
Taylor Hyundai/Augusta Hyundai	0.0156%	\$243.45	\$161.94	\$1,138.80	\$1,138.80	\$113.88	\$113.88	\$2,910.74	2.25	\$6,549.17	\$90.15	2.25	\$202.83
TDY Industries, Inc. - Walterboro	0.0073%	\$113.92	\$75.78	\$532.90	\$532.90	\$53.29	\$53.29	\$1,362.08	1.00	\$1,362.08	\$42.18	1.00	\$42.18
Technical Coatings	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	1.00	\$242.56	\$7.51	1.00	\$7.51
TeePak, Inc.	0.0128%	\$199.75	\$132.87	\$934.40	\$934.40	\$93.44	\$93.44	\$2,388.30	1.25	\$2,985.38	\$73.97	1.25	\$92.46
Teledyne Technologies Incorporated - Gainesville	0.0242%	\$377.66	\$251.21	\$1,766.60	\$1,766.60	\$176.66	\$176.66	\$4,515.38	3.00	\$13,546.15	\$139.84	3.00	\$419.52
Terry Cullen Chevrolet	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
The Gillette Company	0.0079%	\$123.28	\$82.01	\$576.70	\$576.70	\$57.67	\$57.67	\$1,474.03	2.25	\$3,316.57	\$45.65	2.25	\$102.71
The Pantry Inc.	0.0419%	\$653.88	\$434.94	\$3,058.70	\$3,058.70	\$305.87	\$305.87	\$7,817.96	1.00	\$7,817.96	\$242.12	1.00	\$242.12
The Phillips Co., Inc. aka Phillips Recoveries	0.0030%	\$46.82	\$31.14	\$219.00	\$219.00	\$21.90	\$21.90	\$559.76	1.00	\$559.76	\$17.34	1.00	\$17.34
The PQ Corporation	0.0097%	\$151.37	\$100.69	\$708.10	\$708.10	\$70.81	\$70.81	\$1,809.89	1.00	\$1,809.89	\$56.05	1.00	\$56.05
The Procter & Gamble Manufacturing Company	0.0017%	\$26.53	\$17.65	\$124.10	\$124.10	\$12.41	\$12.41	\$317.20	1.50	\$475.79	\$9.82	1.50	\$14.74

Cost Matrix for the Settling *De Minimis* Defendants

The Viking Distillery, Inc.	0.0033%	\$51.50	\$34.26	\$240.90	\$240.90	\$24.09	\$24.09	\$615.73	1.00	\$615.73	\$19.07	1.00	\$19.07
Thompson International	0.0038%	\$59.30	\$39.45	\$277.40	\$277.40	\$27.74	\$27.74	\$709.03	1.00	\$709.03	\$21.96	1.00	\$21.96
Thornton Chevrolet Inc.	0.0052%	\$81.15	\$53.98	\$379.60	\$379.60	\$37.96	\$37.96	\$970.25	1.00	\$970.25	\$30.05	1.00	\$30.05
Thornton Realty	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Threlkeld Motor Co.	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
Tim's Auto Body	0.0044%	\$68.66	\$45.67	\$321.20	\$321.20	\$32.12	\$32.12	\$820.98	1.00	\$820.98	\$25.43	1.00	\$25.43
Tinsley Chevrolet	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Tommy Thomas Chevrolet	0.0016%	\$24.97	\$16.61	\$116.80	\$116.80	\$11.68	\$11.68	\$298.54	1.00	\$298.54	\$9.25	1.00	\$9.25
Town & Country Ford	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Townsend, Inc.	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Tri Co. Development Center	0.0019%	\$29.65	\$19.72	\$138.70	\$138.70	\$13.87	\$13.87	\$354.51	1.00	\$354.51	\$10.98	1.00	\$10.98
Triad Freightliner	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
Troncalli Chrysler Plymouth	0.0019%	\$29.65	\$19.72	\$138.70	\$138.70	\$13.87	\$13.87	\$354.51	1.00	\$354.51	\$10.98	1.00	\$10.98
TTX Company	0.0970%	\$1,513.75	\$1,006.91	\$7,081.00	\$7,081.00	\$708.10	\$708.10	\$18,098.85	1.00	\$18,098.85	\$560.52	1.00	\$560.52
Tuomey Regional Medical Center	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Tupperware	0.0130%	\$202.87	\$134.95	\$949.00	\$949.00	\$94.90	\$94.90	\$2,425.62	1.00	\$2,425.62	\$75.12	1.00	\$75.12
Turnberry Isle Resort and Club	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
U.N.C. Athletic Department	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
U.S. Marine Bayliner	0.0107%	\$166.98	\$111.07	\$781.10	\$781.10	\$78.11	\$78.11	\$1,996.47	1.00	\$1,996.47	\$61.83	1.00	\$61.83
U.S. Silica	0.0047%	\$73.35	\$48.79	\$343.10	\$343.10	\$34.31	\$34.31	\$876.95	1.00	\$876.95	\$27.16	1.00	\$27.16
UCB Chemical Corp.	0.0574%	\$895.76	\$595.84	\$4,190.20	\$4,190.20	\$419.02	\$419.02	\$10,710.04	1.00	\$10,710.04	\$331.69	1.00	\$331.69
U-Haul	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
Ultra Additives	0.0047%	\$73.35	\$48.79	\$343.10	\$343.10	\$34.31	\$34.31	\$876.95	1.00	\$876.95	\$27.16	1.00	\$27.16

Appendix C

Cost Matrix for the Settling *De Minimis* Defendants

Union Switch & Signal	0.0037%	\$57.74	\$38.41	\$270.10	\$270.10	\$27.01	\$27.01	\$690.37	2.50	\$1,725.92	\$21.38	2.50	\$53.45
United Energy	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
United Parcel Service	0.0078%	\$121.72	\$80.97	\$569.40	\$569.40	\$56.94	\$56.94	\$1,455.37	1.00	\$1,455.37	\$45.07	1.00	\$45.07
United Refining Corporation	0.0521%	\$813.05	\$540.82	\$3,803.30	\$3,803.30	\$380.33	\$380.33	\$9,721.14	1.00	\$9,721.14	\$301.06	1.00	\$301.06
United Technologies Diesel Systems	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	2.00	\$485.12	\$7.51	2.00	\$15.02
United Telephone	0.0045%	\$70.23	\$46.71	\$328.50	\$328.50	\$32.85	\$32.85	\$839.64	1.00	\$839.64	\$26.00	1.00	\$26.00
Universal Chevrolet	0.0004%	\$6.24	\$4.15	\$29.20	\$29.20	\$2.92	\$2.92	\$74.63	1.00	\$74.63	\$2.31	1.00	\$2.31
Universal Rundle Corp.	0.0077%	\$120.16	\$79.93	\$562.10	\$562.10	\$56.21	\$56.21	\$1,436.71	1.00	\$1,436.71	\$44.49	1.00	\$44.49
University Ford	0.0031%	\$48.38	\$32.18	\$226.30	\$226.30	\$22.63	\$22.63	\$578.42	1.00	\$578.42	\$17.91	1.00	\$17.91
University Hospital	0.0040%	\$62.42	\$41.52	\$292.00	\$292.00	\$29.20	\$29.20	\$746.34	1.00	\$746.34	\$23.11	1.00	\$23.11
University of South Carolina	0.0191%	\$298.07	\$198.27	\$1,394.30	\$1,394.30	\$139.43	\$139.43	\$3,563.79	2.50	\$8,909.49	\$110.37	2.50	\$275.93
US Battery	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.00	\$205.24	\$6.36	1.00	\$6.36
US Can Co Southern Operations	0.0187%	\$291.83	\$194.12	\$1,365.10	\$1,365.10	\$136.51	\$136.51	\$3,489.16	1.00	\$3,489.16	\$108.06	1.00	\$108.06
Utility Trailer Mfg. Co.	0.0083%	\$129.53	\$86.16	\$605.90	\$605.90	\$60.59	\$60.59	\$1,548.66	1.00	\$1,548.66	\$47.96	1.00	\$47.96
Vallery Industries	0.0028%	\$43.70	\$29.07	\$204.40	\$204.40	\$20.44	\$20.44	\$522.44	1.00	\$522.44	\$16.18	1.00	\$16.18
Van Landingham Buick	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	1.00	\$242.56	\$7.51	1.00	\$7.51
Vann York Inc	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
Varn Realty	0.0130%	\$202.87	\$134.95	\$949.00	\$949.00	\$94.90	\$94.90	\$2,425.62	1.00	\$2,425.62	\$75.12	1.00	\$75.12
Veratec, Inc.	0.0032%	\$49.94	\$33.22	\$233.60	\$233.60	\$23.36	\$23.36	\$597.08	1.00	\$597.08	\$18.49	1.00	\$18.49
Vic Bailey Lincoln Mercury	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40
Virginia Fiber Corp	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40
Vital Pharma, Inc.	0.0015%	\$23.41	\$15.57	\$109.50	\$109.50	\$10.95	\$10.95	\$279.88	1.00	\$279.88	\$8.67	1.00	\$8.67
Volusia Mall	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.75	\$359.18	\$6.36	1.75	\$11.12
W.R. Grace & Co.	0.0027%	\$42.14	\$28.03	\$197.10	\$197.10	\$19.71	\$19.71	\$503.78	1.00	\$503.78	\$15.60	1.00	\$15.60

Cost Matrix for the Settling *De Minimis* Defendants

WABCO Passenger Transit	0.0028%	\$43.70	\$29.07	\$204.40	\$204.40	\$20.44	\$20.44	\$522.44	1.00	\$522.44	\$16.18	1.00	\$16.18
Wake Tech. Com. College	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Wal Mart	0.0036%	\$56.18	\$37.37	\$262.80	\$262.80	\$26.28	\$26.28	\$671.71	1.00	\$671.71	\$20.80	1.00	\$20.80
Wallace & Sons	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Wallace Computer Service	0.0015%	\$23.41	\$15.57	\$109.50	\$109.50	\$10.95	\$10.95	\$279.88	2.00	\$559.76	\$8.67	2.00	\$17.34
Washington EMC	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Waterco USA, Inc., successor by asset sale to Baker Hydro, Inc."	0.0491%	\$766.24	\$509.68	\$3,584.30	\$3,584.30	\$358.43	\$358.43	\$9,161.38	1.00	\$9,161.38	\$283.73	1.00	\$283.73
Wayne Battle Lumber Company	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Wayne Buxton	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
WC Manufacturing & Specialty Co.	0.0031%	\$48.38	\$32.18	\$226.30	\$226.30	\$22.63	\$22.63	\$578.42	2.00	\$1,156.83	\$17.91	2.00	\$35.83
Wellman Industries	0.0057%	\$88.95	\$59.17	\$416.10	\$416.10	\$41.61	\$41.61	\$1,063.54	2.50	\$2,658.85	\$32.94	2.50	\$82.34
West Georgia Health System	0.0003%	\$4.68	\$3.11	\$21.90	\$21.90	\$2.19	\$2.19	\$55.98	1.00	\$55.98	\$1.73	1.00	\$1.73
Western Auto	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
Western Water Proofing	0.0050%	\$78.03	\$51.90	\$365.00	\$365.00	\$36.50	\$36.50	\$932.93	1.00	\$932.93	\$28.89	1.00	\$28.89
Westvaco Timberlands	0.0041%	\$63.98	\$42.56	\$299.30	\$299.30	\$29.93	\$29.93	\$765.00	1.00	\$765.00	\$23.69	1.00	\$23.69
Weyerhaeuser Corporation	0.0101%	\$157.62	\$104.84	\$737.30	\$737.30	\$73.73	\$73.73	\$1,884.52	2.25	\$4,240.17	\$58.36	2.25	\$131.32
Wheelabrator	0.0586%	\$914.49	\$608.30	\$4,277.80	\$4,277.80	\$427.78	\$427.78	\$10,933.95	1.00	\$10,933.95	\$338.62	1.00	\$338.62
Whitton Radiator & Muffler	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62

Cost Matrix for the Settling *De Minimis* Defendants

Wilbert Burial Vault Company Inc.	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Wilburn Auto Body	0.0044%	\$68.66	\$45.67	\$321.20	\$321.20	\$32.12	\$32.12	\$820.98	1.00	\$820.98	\$25.43	1.00	\$25.43
William Satcher	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
Williamson-Dickie Mfg. Co.	0.0039%	\$60.86	\$40.48	\$284.70	\$284.70	\$28.47	\$28.47	\$727.69	2.50	\$1,819.21	\$22.54	2.50	\$56.34
WinkoMatic	0.0188%	\$293.39	\$195.15	\$1,372.40	\$1,372.40	\$137.24	\$137.24	\$3,507.82	2.25	\$7,892.59	\$108.64	2.25	\$244.43
Winsor and Jerauld, Mfg	0.0052%	\$81.15	\$53.98	\$379.60	\$379.60	\$37.96	\$37.96	\$970.25	1.00	\$970.25	\$30.05	1.00	\$30.05
Winthrop University	0.0028%	\$43.70	\$29.07	\$204.40	\$204.40	\$20.44	\$20.44	\$522.44	2.00	\$1,044.88	\$16.18	2.00	\$32.36
Wise Chips	0.0024%	\$37.45	\$24.91	\$175.20	\$175.20	\$17.52	\$17.52	\$447.81	1.00	\$447.81	\$13.87	1.00	\$13.87
Withers Industries, Inc.	0.0005%	\$7.80	\$5.19	\$36.50	\$36.50	\$3.65	\$3.65	\$93.29	1.00	\$93.29	\$2.89	1.00	\$2.89
Wolverne Brass	0.0028%	\$43.70	\$29.07	\$204.40	\$204.40	\$20.44	\$20.44	\$522.44	1.00	\$522.44	\$16.18	1.00	\$16.18
Woodgrain Millworks	0.0158%	\$246.57	\$164.01	\$1,153.40	\$1,153.40	\$115.34	\$115.34	\$2,948.06	1.00	\$2,948.06	\$91.30	1.00	\$91.30
Woodlawn Memorial Park	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
World Wide Manufacturin g Co.	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	1.00	\$242.56	\$7.51	1.00	\$7.51
Worth Industrial Coatings	0.0007%	\$10.92	\$7.27	\$51.10	\$51.10	\$5.11	\$5.11	\$130.61	1.00	\$130.61	\$4.04	1.00	\$4.04
Wrenn Handling, Inc.	0.0009%	\$14.05	\$9.34	\$65.70	\$65.70	\$6.57	\$6.57	\$167.93	1.00	\$167.93	\$5.20	1.00	\$5.20
Wren's Body Shop Inc.	0.0013%	\$20.29	\$13.49	\$94.90	\$94.90	\$9.49	\$9.49	\$242.56	1.00	\$242.56	\$7.51	1.00	\$7.51
Wrigley's	0.0457%	\$713.18	\$474.39	\$3,336.10	\$3,336.10	\$333.61	\$333.61	\$8,526.99	2.75	\$23,449.21	\$264.08	2.75	\$726.22
Yelverton Truck Repair, Inc.	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Youmans Chevrolet Co.	0.0008%	\$12.48	\$8.30	\$58.40	\$58.40	\$5.84	\$5.84	\$149.27	1.00	\$149.27	\$4.62	1.00	\$4.62
Zep Manufacturin g	0.0169%	\$263.74	\$175.43	\$1,233.70	\$1,233.70	\$123.37	\$123.37	\$3,153.31	3.00	\$9,459.92	\$97.66	3.00	\$292.97

\$2,328,664.72

APPENDIX D

Appendix D-1

List of the Settling Non-Performing Federal Agencies

1. Defense Logistics Agency
2. Department of the Army
3. United States Air Force

Appendix D-2
Cost Matrix for the Settling *De Minimis* Federal Agencies

Party Name	Percentage	Response Costs		Future Costs				Total	Toxicity Multiplier	Total EPA Payment	State Costs		
		EPA Past Costs	R/V/ES Costs	Cleanup Costs	Premium (100%)	Oversight Costs	Premium (100%)				State Costs	Toxicity Multiplier	Total State Payment
Georgia Air National Guard	0.0026%	\$40.57	\$26.99	\$189.80	\$189.80	\$18.98	\$18.98	\$485.12	1.00	\$485.12	\$15.02	1.00	\$15.02
United States Army Corps of Engineers	0.0448%	\$699.13	\$465.05	\$3,270.40	\$3,270.40	\$327.04	\$327.04	\$8,359.06	2.25	\$18,807.88	\$258.88	2.25	\$582.48
United States Department of Veterans Affairs	0.0524%	\$817.74	\$543.94	\$3,825.20	\$3,825.20	\$382.52	\$382.52	\$9,777.11	1.00	\$9,777.11	\$302.80	1.00	\$302.80
Federal Aviation Administration	0.0021%	\$32.77	\$21.80	\$153.30	\$153.30	\$15.33	\$15.33	\$391.83	1.00	\$391.83	\$12.13	1.00	\$12.13
Federal Law Enforcement Training Center	0.0195%	\$304.31	\$202.42	\$1,423.50	\$1,423.50	\$142.35	\$142.35	\$3,638.43	1.00	\$3,638.43	\$112.68	1.00	\$112.88
Georgia Army National Guard	0.0027%	\$42.14	\$28.03	\$197.10	\$197.10	\$19.71	\$19.71	\$503.78	1.00	\$503.78	\$15.60	1.00	\$15.60
Ohio Air National Guard	0.0050%	\$78.03	\$51.90	\$365.00	\$365.00	\$36.50	\$36.50	\$932.93	1.00	\$932.93	\$28.89	1.00	\$28.89
The State of South Carolina Military Department	0.0455%	\$710.06	\$472.31	\$3,321.50	\$3,321.50	\$332.15	\$332.15	\$8,489.67	1.25	\$10,612.09	\$262.92	1.25	\$328.65
United States Coast Guard	0.0010%	\$15.61	\$10.38	\$73.00	\$73.00	\$7.30	\$7.30	\$186.59	1.00	\$186.59	\$5.78	1.00	\$5.78
United States Department of Agriculture	0.0101%	\$157.62	\$104.84	\$737.30	\$737.30	\$73.73	\$73.73	\$1,884.52	1.00	\$1,884.52	\$58.36	1.00	\$58.36
United States Marine Corps	0.0278%	\$433.84	\$288.58	\$2,029.40	\$2,029.40	\$202.94	\$202.94	\$5,187.09	1.00	\$5,187.09	\$160.64	1.00	\$160.64
United States Department of the Navy	0.0347%	\$541.52	\$360.20	\$2,533.10	\$2,533.10	\$253.31	\$253.31	\$6,474.54	1.00	\$6,474.54	\$200.52	1.00	\$200.52
United States Postal Service	0.0050%	\$78.03	\$51.90	\$365.00	\$365.00	\$36.50	\$36.50	\$932.93	1.00	\$932.93	\$28.89	1.00	\$28.89
Total										\$59,814.84	Total \$1,852.46		

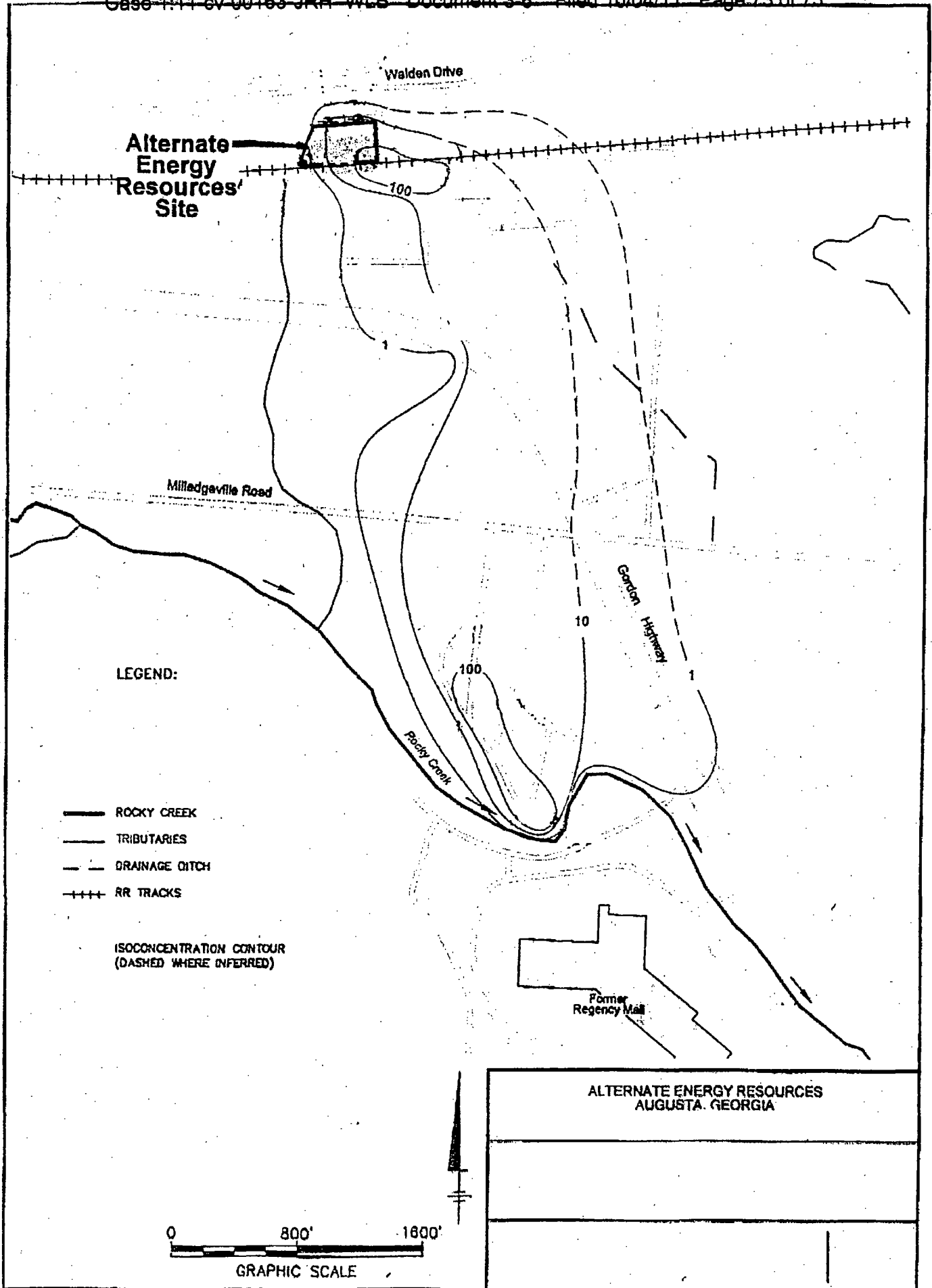
APPENDIX E

Appendix E

Cost Matrix for the Settling *De Minimis* State Agencies

Party Name	Percentage	Response Costs		Future Costs				Total	Toxicity Multiplier	Total EPA Payment	State Costs		
		EPA Past Costs	R/FS Costs	Cleanup Costs	Premium (100%)	Oversight Costs	Premium (100%)				State Costs	Toxicity Multiplier	Total State Payment
Augusta Correctional and Medical	0.0020%	\$31.21	\$20.76	\$146.00	\$146.00	\$14.60	\$14.60	\$373.17	1.00	\$373.17	\$11.56	1.00	\$11.56
Augusta State Medical Prison	0.0033%	\$51.50	\$34.26	\$240.90	\$240.90	\$24.09	\$24.09	\$615.73	1.00	\$615.73	\$19.07	1.00	\$19.07
Augusta State University	0.0077%	\$120.16	\$79.93	\$562.10	\$562.10	\$56.21	\$56.21	\$1,436.71	1.00	\$1,436.71	\$44.49	1.00	\$44.49
Georgia Department of Transportation	0.0587%	\$916.05	\$609.33	\$4,285.10	\$4,285.10	\$428.51	\$428.51	\$10,952.61	1.00	\$10,952.61	\$339.20	1.00	\$339.20
Georgia Dept of Natural Resources	0.0039%	\$60.86	\$40.48	\$284.70	\$284.70	\$28.47	\$28.47	\$727.69	1.00	\$727.69	\$22.54	1.00	\$22.54
Georgia Forestry Commission	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Georgia Public Health	0.0011%	\$17.17	\$11.42	\$80.30	\$80.30	\$8.03	\$8.03	\$205.24	1.75	\$359.18	\$6.36	1.75	\$11.12
Georgia Regional Hospital	0.0324%	\$505.62	\$336.33	\$2,365.20	\$2,365.20	\$236.52	\$236.52	\$6,045.39	1.00	\$6,045.39	\$187.22	1.00	\$187.22
Georgia World Congress Center	0.0111%	\$173.22	\$115.22	\$810.30	\$810.30	\$81.03	\$81.03	\$2,071.11	1.00	\$2,071.11	\$64.14	1.00	\$64.14
Hancock Correctional Institution	0.0012%	\$18.73	\$12.46	\$87.60	\$87.60	\$8.76	\$8.76	\$223.90	1.00	\$223.90	\$6.93	1.00	\$6.93
Lanier Tech Inst	0.0006%	\$9.36	\$6.23	\$43.80	\$43.80	\$4.38	\$4.38	\$111.95	1.00	\$111.95	\$3.47	1.00	\$3.47
Medical College of Georgia	0.0846%	\$1,320.24	\$878.19	\$6,175.80	\$6,175.80	\$617.58	\$617.58	\$15,785.19	2.25	\$35,516.67	\$488.87	2.25	\$1,099.95
Rock Eagle 4-H Center	0.0018%	\$28.09	\$18.68	\$131.40	\$131.40	\$13.14	\$13.14	\$335.86	1.00	\$335.86	\$10.40	1.00	\$10.40
Washington State Prison	0.0028%	\$43.70	\$29.07	\$204.40	\$204.40	\$20.44	\$20.44	\$522.44	1.00	\$522.44	\$16.18	1.00	\$16.18
Total											\$1,843.21		

APPENDIX F



APPENDIX G

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4**



**RECORD OF DECISION
ALTERNATE ENERGY RESOURCES (AER)
NATIONAL PRIORITIES LIST SUPERFUND SITE
AUGUSTA, GEORGIA**

SEPTEMBER 2010



10746297

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- C - Administrative Record Index

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ABBREVIATIONS AND ACRONYMS

AER	Alternate Energy Resources
AOC	Administrative Settlement Agreement and Order on Consent for Remedial Investigation/Feasibility Study
AOI	Area of Interest
AQL	Aquatic Life
ARARs	Applicable or Relevant and Appropriate Requirements
BERA	Baseline Ecological Risk Assessment
bgs	below ground surface
BTEX	Benzene, Toluene, Ethylbenzene, and Xylene
CAA	Clean Air Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
COCs	Chemical of Concern
COPC	Constituent of Potential Concern
CSX	CSX Transportation (CSX is the registered name)
CTE	central tendency exposure
CWA	Clean Water Act
CY	Cubic Yards
DAF	Dilution Attenuation Factor
DCE	Dichloroethene
DNR	Georgia Department of Natural Resources
DO	Dissolved Oxygen
DRO	diesel range organics
DVE	Dual Vapor Extraction
ELCR	Excess Lifetime Cancer Risk
EPA	U.S. Environmental Protection Agency
EPC	Exposure Point Concentration
EPD	Georgia Environmental Protection Division
ERA	Ecological Risk Assessment
ERH	Electrical Resistance Heating
ERD	Enhanced Reductive Dechlorination
FS	Feasibility Study
FSWSV	Freshwater Surface Water Screening Value
GAC	Granular Activated Carbon
GIS	Geographical Information System
GMCLs	Georgia Maximum Contaminant Levels
gpm	gallons per minute
GRO	gasoline range organics
H ₂ S	Sulfide/Hydrogen Sulfide
HHRA	Human Health Risk Assessment
HI	Hazard Index

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HQ	Hazard Quotient
IDW	Investigative Derived Waste
IRZ	In-Situ Reactive Zone
ISCO	In-Situ Chemical Oxidation
ISS	In-Situ Stabilization
ISTD	In-Situ Thermal Desorption
lbs/day	pounds per day
MCLGs	Maximum Contaminant Level Goals
MCLs	Maximum Contaminant Levels
MDL	Method Detection Limit
mg/kg	milligrams per kilogram
mg/L	milligrams per liter
MNA	Monitored Natural Attenuation
MOI	Media of Interest
MPE	Multi-Phase Extraction
NAPL	Non-Aqueous Phase Liquid
NPDES	National Pollution Discharge Elimination System
NRC	National Research Council
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NPL	National Priorities List
O&M	Operations and Maintenance
ORP	Oxidation Reduction Potential
OSWER	Office of Solid Waste and Emergency Response
PAH	Polynuclear Aromatic Hydrocarbon
PA/SI	Preliminary Assessment/Site Inspection
PCE	tetrachloroethene
PID	photo-ionization detector
POTW	Publicly-Owned Treatment Works
ppm	parts per million
PRGs	Preliminary Remediation Goals
PRP	Potentially Responsible Party
RAOs	Remedial Action Objectives
RCRA	Resource Conservation and Recovery Act
RFA	RCRA Facility Assessment
RFI	RCRA Facility Investigation
RI	Remedial Investigation
RL	Reporting Limit
RME	reasonable maximum exposure
ROD	Record of Decision
RSL	Regional Screening Level
SARA	Superfund Amendments and Reauthorization Act
scfm	standard cubic feet per minute

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SDWA	Safe Drinking Water Act
SMCLs	Secondary Maximum Contaminant Levels
SLERA	Screening Level Ecological Risk Assessment
SOW	Statement of Work
SSLs	Soil Screening Levels
SVE	Soil Vapor Extraction
SVOC	Semi-Volatile Organic Compound
TAL	Target Analyte List
TAP	Technical Assistance Program
TBC	To-Be-Considered
TCE	trichloroethene
TCH	Thermal Conduction Heating
TCL	Target Compound List
TCLP	Toxicity Characteristic Leaching Procedure
TPH	total petroleum hydrocarbons
TOC	Total Organic Carbon
TSCA	Toxic Substances Control Act
µg/kg	micrograms per kilogram
µg/L	micrograms per liter
UPS	United Parcel Service
USC	United States Code
USEPA	U.S. Environmental Protection Agency
USGS	United States Geological Survey
VOCs	Volatile Organic Compounds

ALTERNATE ENERGY RESOURCES

RECORD OF DECISION

PART 1: THE DECLARATION

1.1 Site Name and Location

The Alternate Energy Resources (AER) National Priorities List (NPL) Site is located in the southern part of the city of Augusta, Richmond County, Georgia. The National Superfund Database Identification Number is GAD033582461.

1.2 Statement of Basis and Purpose

This decision document presents the Selected Remedy for the AER Superfund Site (AER Site, the Site). The Selected Remedy was chosen in accordance with the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 United States Code (U.S.C.) ' 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), and, to the extent practicable, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. Part 300, as amended. The Selected Remedy for soil is Alternative S-6 – In-Situ Thermal Desorption (ISTD) of soil contaminated above cleanup levels at least 16 feet below ground surface (bgs)(Primary Source Zones 1 and 2); In-Situ Stabilization and In-Situ Chemical Oxidation (ISS and ISCO) of contaminated soil 1 – 8 ft bgs (Secondary Source Zones); and Institutional Controls (ICs). The Selected Remedy for groundwater is GW-5 - Enhanced Reductive Dechlorination (ERD) in on- and near-Property groundwater, monitoring and ICs. These remedies are described in detail in Section 12.0 (Selected Remedy) of this Record of Decision (ROD).

This decision is based on the Administrative Record for the AER Site, which has been developed in accordance with Section 113(k) of CERCLA, 42 U.S.C. ' 9613(k). This Administrative Record is available for review at the Maxwell Library in Augusta, Georgia, and at the United States Environmental Protection Agency (EPA) Region 4 Records Center in Atlanta, Georgia. The Administrative Record Index (Appendix C) identifies each of the items comprising the Administrative Record upon which the selection of the Remedial Action is based. The State of Georgia, acting through the Department of Natural Resources (GA DNR), concurs with the Selected Remedy.

1.3 Assessment of the Site

The response actions selected in this ROD are necessary to protect the public health or welfare or the environment from actual or threatened releases of hazardous substances into the environment.

1.4 Description of the Selected Remedy

This remedy is expected to be the final remedy for the AER Site as it has not been divided into Operable Units. The Selected Remedy for soil is Alternative S-6 – ISTD in on-Site soil in Primary Source Zones 1 and 2; ISS and ISCO of on-Site soil in

ALTERNATE ENERGY RESOURCES

RECORD OF DECISION

Secondary Source Zones; and ICs, which is estimated to cost \$4,200,000 for the entire AER Site. The Selected Remedy for groundwater is GW-5 - ERD in on- and near-Property groundwater, monitoring and ICs, which is estimated to cost \$3,100,000 for the entire AER Site. The components of these alternatives are described in more detail in Section 12.0 (Selected Remedy) of this ROD. Briefly, the major components of the soil remedy are:

- ISTD of contaminants in soil in Primary Source Zone 1 (contains soil with contaminants above the cleanup levels at a depth of 20 - 35 feet (bgs) and Primary Source Zone 2 (contains soil with contaminants above the cleanup levels a depth of 16 - 20 feet bgs);
- ISS and ISCO of contaminants in soil in the Secondary Source Zone (contains soil with contaminants above the cleanup levels down at depths of 1-8 feet bgs);
- ICs to limit future Site use to commercial, industrial, and/or recreational purposes.

Briefly, the major components of the groundwater remedy are:

- ERD in on- and near-Property groundwater;
- Monitoring; and
- ICs to prevent groundwater use at the AER Site.

1.5 Statutory Determinations

The selected remedy will achieve the mandates of CERCLA §121, and the regulatory requirements of the NCP. This remedy is protective of human health and the environment, complies with Federal and State requirements that are applicable or relevant and appropriate to the remedial action, is cost-effective, and utilizes permanent solutions.

The selected remedy also satisfies the statutory preference for treatment as a principal element of the remedy (i.e., reduce the toxicity, mobility, or volume of hazardous substances through treatment). The soil, contaminated with volatile organic compounds (VOCs) at significant levels in one area of the Site, is considered to be "principal threat wastes." Principal threat waste is waste that is highly toxic and highly mobile and that cannot be reliably contained in place. Soil contaminated with tetrachloroethene (PCE) and trichloroethene (TCE) with concentrations that pose a continuous source of groundwater contamination will be heated through the installation of heating elements causing the VOCs to volatilize. The VOCs would then be removed via vapor extraction wells. The groundwater will be treated in-situ in an anaerobic environment to degrade the VOCs to cleanup levels to restore groundwater to drinking water standards.

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The remedy would enable the AER Property to be reused for commercial, industrial and recreational purposes. ICs would also ensure that the stabilized soil is not removed. The remedy will leave waste on the AER Property that does not allow for unlimited use and unrestricted exposure. Restrictions on the use of groundwater are necessary because the selected remedy will initially result in hazardous substances in the groundwater which are above levels that allow for unlimited use and unrestricted exposure. Temporary ICs for groundwater will protect human exposure until cleanup levels are met. A statutory review will be conducted within five years after the remedial action is initiated to ensure that the remedy continues to provide adequate protection of human health and the environment.

1.6 ROD Data Certification Checklist

The following information is included in the Decision Summary (Part II) of this ROD. Additional information can be found in the Administrative Record file for this Site:

- Chemicals of concern and their respective concentrations – Section 7
- Baseline risk represented by the chemicals of concern – Section 7
- Cleanup levels established for the chemicals of concern and the bases for these goals – Section 12
- How source materials constituting principal threats are addressed – Section 11
- Current and reasonably anticipated future land use assumptions and current and potential future beneficial uses of groundwater used in the baseline risk assessment and this ROD – Section 7
- Estimated capital, annual operation and maintenance, and total present worth costs, discount rate, and the number of years over which the remedy cost estimates are projected – Section 12
- Potential land and groundwater use that will be available at the Site as a result of the Selected Remedy – Section 12
- Key factor(s) that led to selecting the remedy – Section 12

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1.7 Authorizing Signature

This ROD documents the selected remedy for contamination at the AER Site. This remedy was selected by the EPA with the concurrence of the GA DNR (Appendix B). The Director of the Superfund Division (EPA, Region 4) has been delegated the authority to approve this ROD.

U.S. Environmental Protection Agency (Region 4)

By: 

Franklin E. Hill, Director
Superfund Division

Date: 9/22/10

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PART 2: THE DECISION SUMMARY

This Decision Summary provides a description of the Site-specific factors and analyses that led to the selection of the remedy for the Site. It includes background information about the Site, the nature and extent of contamination found at the Site, the assessment of human health and environmental risks posed by the contaminants at the Site, and the identification and evaluation of remedial action alternatives for the Site.

1.0 SITE NAME, LOCATION, AND DESCRIPTION

The AER Site includes the former AER Property which consists of approximately 2.6 acres of developed land located in an industrial area in Augusta, Richmond County, Georgia. It is located within a developed area containing residential neighborhoods and commercial facilities. The coordinates are 33°27'15.1" North latitude and 82°02'13" West longitude [U.S. Geological Survey (USGS, 1980)]. The AER Site also includes the plume of contaminated groundwater that extends south from the AER Property.

The Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) Identification Number is GAD033582461. The lead agency for the AER Site is the U.S. Environmental Protection Agency (EPA). The Georgia Department of Natural Resources (GA DNR) is the support agency. EPA anticipates that the cleanup of this Site will be funded by potentially responsible parties (PRPs).

The general study area for the Site is shown in **Figure 1**. The AER Property is a former industrial facility that is currently unoccupied and is comprised of four buildings, three sheds, a portable storage building, and several concrete pads. Access to the AER Property is controlled by chain-linked fencing and two locked gates. Based on the Augusta geographical information system (GIS), the tract to the east is owned by Claude Caldwell and is operated as a paint shop with three single story buildings. Two tracts to the north are owned by Abbott Oil Company, Inc. and are operated as a petroleum wholesale jobber. The Abbott Oil property contains several above ground petroleum storage tanks. The tract to the west is undeveloped land owned by James R. Bell. The AER Property is bounded to the south by the CSX railroad tracks. Two tracts immediately south of the CSX railroad line are owned by Galanta Company and leased to the United Parcel Service (UPS) as a warehouse center. **Figure 2** shows the AER Property and neighboring property owners.

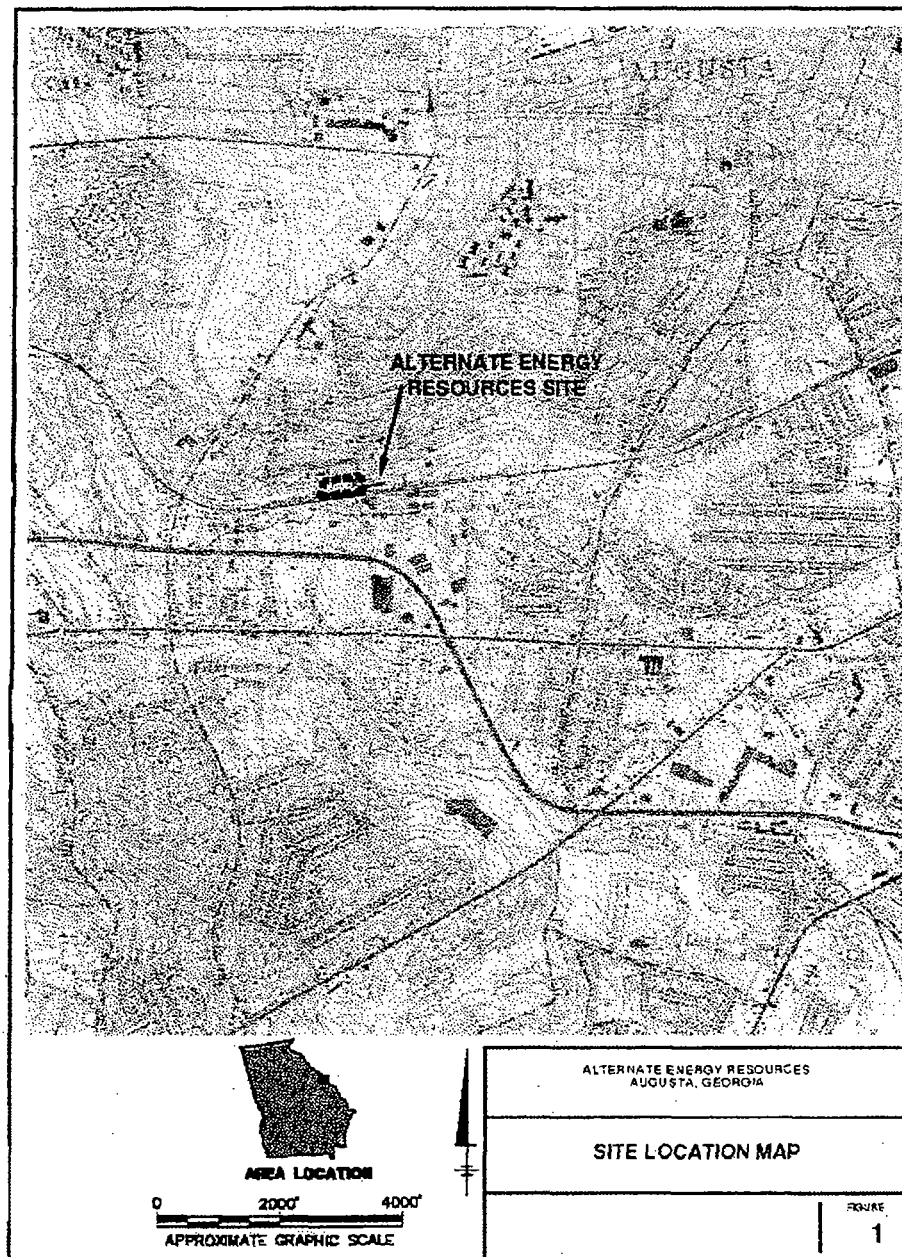
2.0 SITE HISTORY AND ENFORCEMENT ACTIVITIES

2.1 Site History

The AER Property was operated as a commercial hazardous waste storage and treatment facility from 1975 until 2000. The facility included nine buildings for storage, blending and processing of liquid wastes, as well as maintenance and office functions.

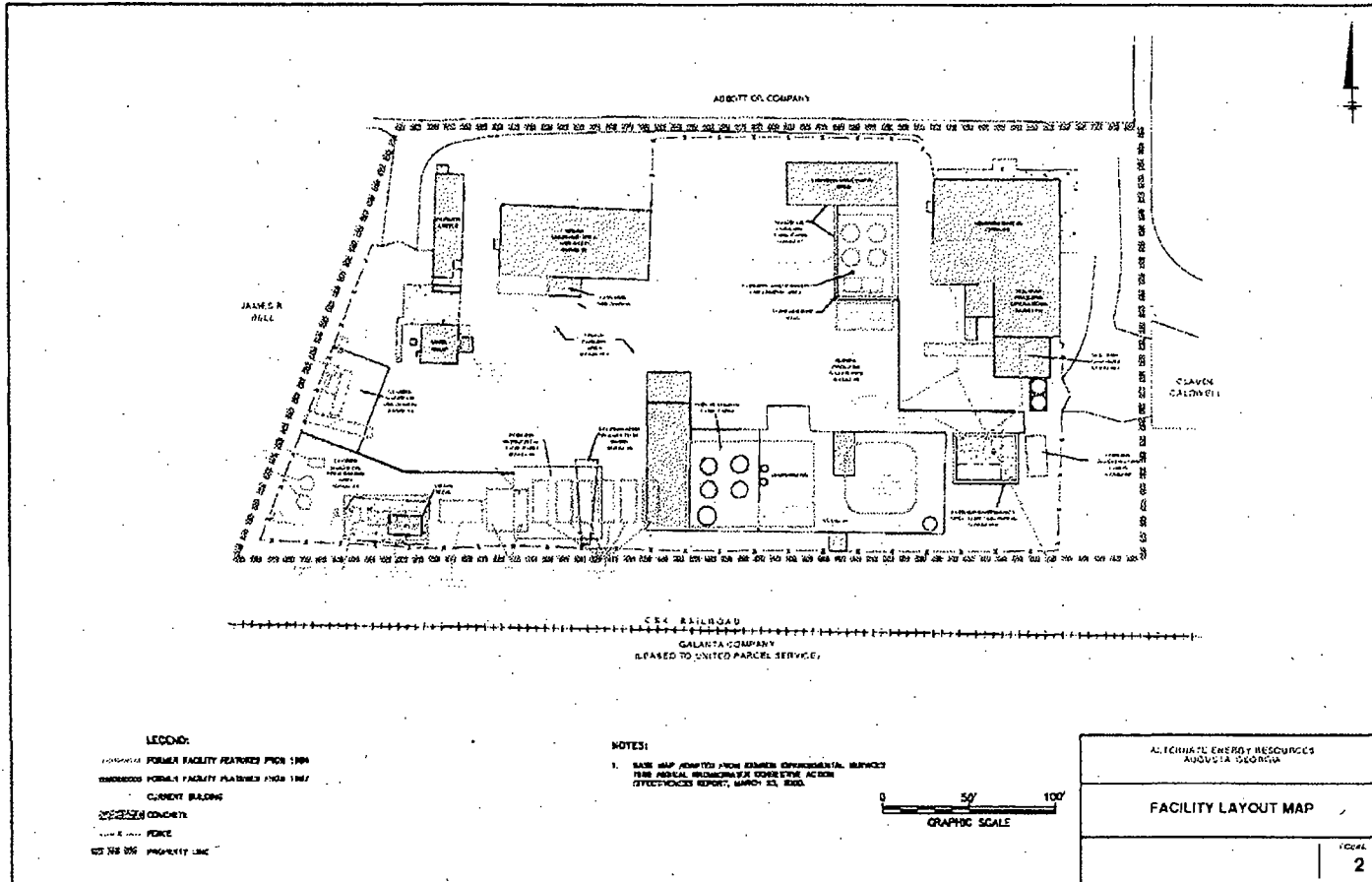
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During the period of operation, the AER facility blended high-BTU materials to be used as fuel in industrial boilers, recycled waste solvents by distillation, and treated used oils, wastewater, and coolants. In July 1976, AER, Inc. began distilling waste oils into No. 5 fuel oil. Some water distilled from the waste fuels appears to have been discharged to an earthen pit, which later became the Rainwater Collection Basin. AER, Inc. expanded operations in 1976 as a jobber for Shell Oil Company and constructed a warehouse that later became a permitted hazardous waste storage area.

AER, Inc. began solvent recovery operations in 1981 with a steam batch distillation plant. AER, Inc. also submitted a RCRA Part B application in 1981 to store waste solvents prior to blending with fuels. Interim status was approved in 1983 for two areas. AER, Inc. was issued a RCRA Permit in 1987, which required post-closure monitoring of the closed catch basin and a former drum storage area. AER, Inc. continued to distill waste solvents until 1993.

The AER facility generated wastes from the fuels blending, distillation, waste oil, and coolant operations from 1983 to 1993. Although all wastes that were not destined for energy recovery were to be shipped offsite, a number of historical releases to the ground surface, municipal storm sewer, and onsite catch basins have been documented. These released materials included solvents, waste oil, diesel fuel, and distillation/oil processing residues.

In 2000, AER, Inc. ceased operations and declared bankruptcy. A picture of the AER Property taken in 1989 during its operations is shown in Figure 3.

2.2 Previous Investigations and Enforcement Activities

The first environmental investigation at the Site was prompted by reported spills during 1984. AER, Inc. subsequently entered into consent orders with GA DNR. The first groundwater assessment, which included installation of wells on-Site and five wells downgradient of the AER Property, concluded that VOCs had impacted groundwater downgradient of the AER Property. GA DNR conducted a sampling investigation of private drinking water wells during September 1986 that identified impacts from tetrachloroethene (PCE), trichloroethene (TCE), and 1,1-dichloroethene (1,1-DCE) in selected private wells. AER, Inc. performed a well use survey that identified downgradient residents who utilized groundwater as a drinking water source. AER, Inc. connected all but one of these residents (who refused connection) to the municipal water supply at that time. Based on the results of the well sampling activities, GA DNR required AER, Inc. to perform an investigation of the area of impacted groundwater. The investigation of downgradient groundwater included the installation of eleven additional monitoring wells from June 1986 to December 1987.



Figure 3 –Picture of AER Property taken in 1989

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The entire AER Site, including the AER Property and the area of plume extension is shown in **Figure 4** (the AER Site extends to Rocky Creek to the south). AER, Inc. operated a groundwater recovery system from the late 1980s until 1999 to address VOC-impacted groundwater that was migrating off-Site to the immediate south. The groundwater recovery system was comprised of 12 groundwater recovery wells and a French drain. Six of the wells and the French drain were located off the Site proper on the UPS property while the remaining six wells were located on the AER Property. Groundwater was discharged without treatment, under permit, to the Augusta-Richmond County publicly owned treatment works. During the second half of 1999, the groundwater recovery system pumped at an average rate of 22 gallons per minute recovering approximately 5.9 million gallons of groundwater. Approximately 6.1 pounds of VOCs was estimated to have been recovered from the groundwater during this period of time.

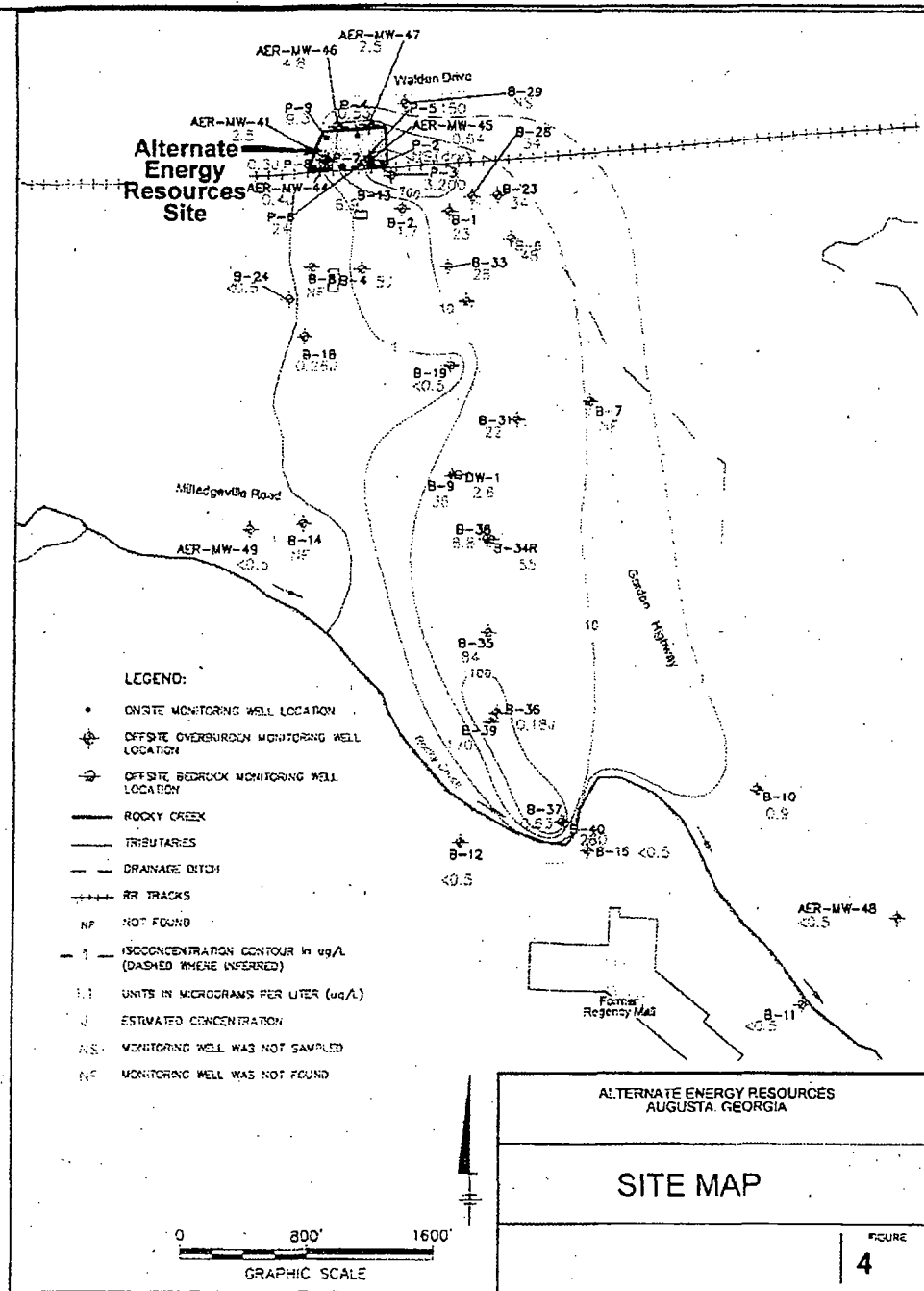
Reports from 1990 to 1999 included semiannual and annual reviews of the groundwater recovery system's effectiveness by a series of consultants. The reports concluded that impacted groundwater did not extend beyond Rocky Creek (Figure 4).

In 1997, the GA DNR performed a RCRA Facility Assessment (RFA). Based on the RFA, the GA DNR required AER, Inc. to submit a RCRA Part B renewal application and RCRA Facility Investigation (RFI) in January 2000. The RFI identified soil impacted with VOCs, total petroleum hydrocarbon (TPH), polynuclear aromatic hydrocarbons (PAHs), and/or metals at most of 14 solid waste management units. However, background soil also contained elevated total metals; therefore, metals were not considered to be Site-related. Two on-Site monitoring wells were sampled for VOCs and PAHs; groundwater samples from these wells were below detection limits. GA DNR issued a Consent Order in 1999 requiring AER, Inc. to, among other things, prepare and implement a Phase I Interim Measures Plan. This plan was to have included the design, construction, and operation of a Dual Vapor Extraction (DVE) system to remove VOCs from soil and groundwater present beneath the Site. AER, Inc. performed initial pilot studies on the DVE system in late 1999, but the data were apparently inadequate. Additional pilot studies were scheduled; however, AER, Inc. ceased operations in 2000.

In 2002, the GA DNR performed a Preliminary Assessment/Site Inspection (PA/SI) of the AER Site. The PA/SI concluded that the vertical extent of VOCs in groundwater had not been delineated and that the AER Site was not suspected to be a source of the VOCs in the Peach Orchard Road municipal well field located approximately 2.4 miles south/southeast of the AER Site. The report concluded that there was insufficient information to determine if surface water or groundwater pathways were a major concern. In 2005, EPA sampled surface soil and sediment at 13 locations. Soil samples were analyzed for VOCs, PAHs, and RCRA metals. The results revealed soil samples contained elevated concentrations of VOCs and/or PAHs.

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The AER Site was proposed to the National Priorities List (NPL) in September 2005, and the listing was finalized in April 2006. The NPL is a published list of sites that are national priorities among those with known releases or threatened releases of hazardous substances, pollutants, or contaminants throughout the U.S. and its territories.

3.0 COMMUNITY PARTICIPATION

Public participation activities prior to the issuance of this ROD included community interviews for the preparation of a Community Involvement Plan in April 2007, an RI/FS kick-off public meeting in March 2007, and the distribution of fact sheets in March 2007, January 2009, and June 2010. A current picture of the AER Property is shown in **Figure 5**. Copies of all project documents are available in the Administrative Record file in EPA's Region 4 office in Atlanta, Georgia and at the Maxwell Library on Lumpkin Road in Augusta. The notice of the availability of these documents was published in the Augusta Chronicle on June 26, 2010. The proposed plan was issued in June 2010, and the public meeting was held on July 8, 2010. The public comment period began on June 28, 2010, and concluded on July 28, 2010.

4.0 SCOPE AND ROLE OF OPERABLE UNIT OR RESPONSE ACTION

The AER Site is being addressed in one operable unit. The scope of the investigation was to determine the nature and extent of the contamination associated with the AER Site. Sections 5.5, 5.6 and 5.7 further discuss the nature and extent of contamination at the AER Site.

This ROD selects actions that will remediate groundwater contamination above the cleanup levels noted in Table 19 and soil contamination above cleanup levels in Table 18 using in-situ treatment technology. This action will be implemented under remedial authorities and is the final action for the Site. Ingestion of water extracted from the plumes poses a potential future risk to human health because EPA's acceptable risk range is exceeded and concentrations of contaminants are greater than the maximum contaminant levels (MCLs) for drinking water (as specified in the Safe Drinking Water Act). This final action will prevent current or future exposure to groundwater contamination above levels that pose unacceptable risk and restore groundwater to drinking water standards.

Additional Site-specific remedial action objectives (RAOs) have been identified to address contaminants at this Site and discuss which exposure routes are to be addressed through the remedial action in order to prevent exposure to Site COCs. These RAOs are further described in detail in Section 8 of the ROD.

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Figure 5 – Current Picture of the AER Property

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5.0 SITE CHARACTERISTICS

This section of the ROD provides a brief comprehensive overview of the AER Site's soils, geology, surface water hydrology, and hydrogeology; the sampling strategy chosen for the Site; the conceptual site model; and the nature and extent of contamination at the Site. Detailed information about the Site's characteristics can be found in the RI Report.

5.1 Conceptual Site Model

As shown in the conceptual site model (**Figure 6**), the following pathways for current and future receptors were considered. The purpose of the conceptual site model is to provide a framework with which to identify potential exposure pathways occurring at the AER Site. Reasonable exposure scenarios were developed, based on how the AER Site is currently used and assumptions about its future use.

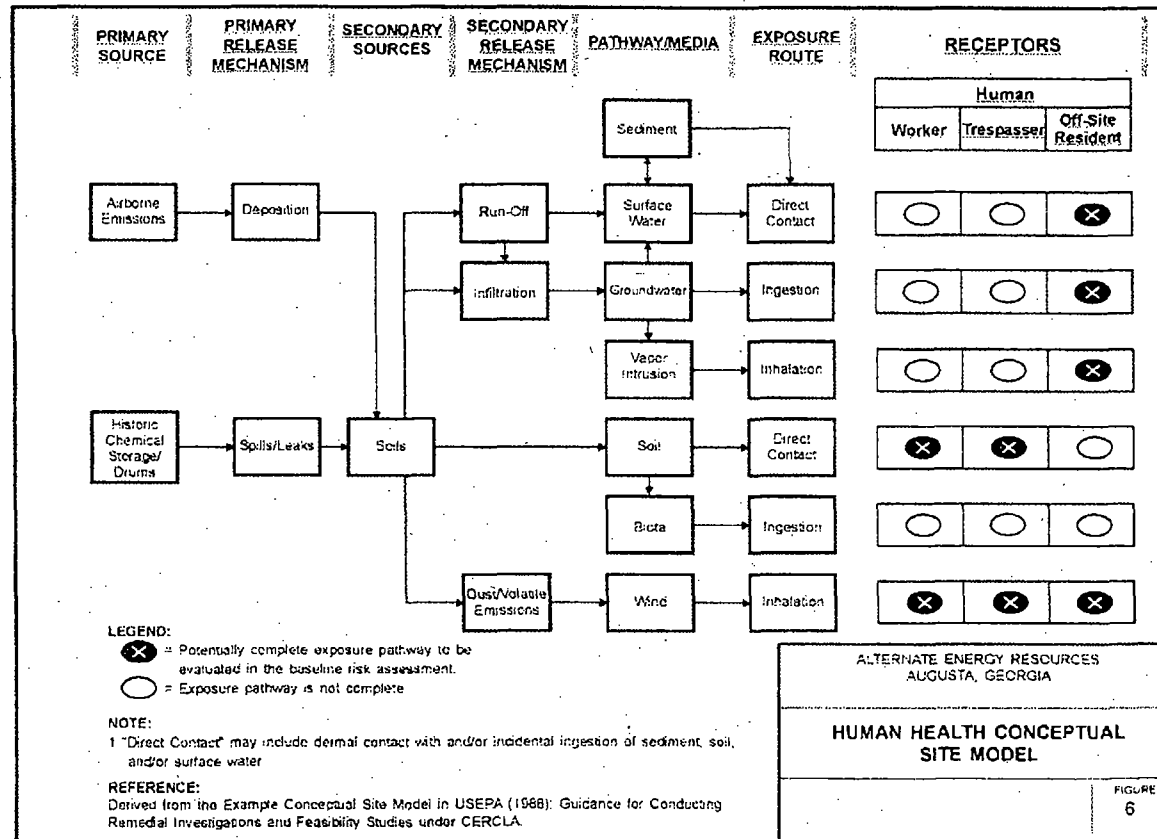
- Trespasser exposure to on-Site surface soils via dermal contact and incidental ingestion;
- Industrial worker exposure to on-Site surface and shallow subsurface soils via dermal contact and incidental ingestion;
- Construction worker exposure to on-Site surface, shallow subsurface, and subsurface soils via dermal contact and incidental ingestion;
- Exposure of off-Site residents (adults and older children) to sediments within the small stream associated with the UPS pond outfall via dermal contact while wading;
- Exposure of off-Site residents (adults and young children) to groundwater via ingestion; and
- Exposure of off-Site residents (adults and young children) to VOCs in groundwater via vapor intrusion to indoor air.

5.2 Overview of the Site

The AER Site is located immediately south of Augusta in Richmond County, Georgia in an area characterized with residential and commercial properties. Approximately 5,000-10,000 people live within a one-mile radius of the AER Site.

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5.3 Surface and Subsurface Features

The AER Site is located at about 230 feet above mean sea level (MSL) elevation. A small first-order stream along the western boundary of the UPS facility and the UPS stormwater pond constantly discharge surface water and are therefore considered perennial surface water bodies. The stream and stormwater pond flow were observed even during the extended severe drought, which suggests that these small streams at base flow are sourced from groundwater.

Soil map units identified at the AER Site include Fuquay and Troup soils, which are intermingled with urban land in the uplands of the Southern Coastal Plain. These soils may be found on very gently sloping hillsides and ridge tops. The Troup soil is characterized by grayish brown fine sand approximately eight inches thick. Permeability is rapid through a sandy surface layer and moderate in the subsoil. The Fuquay soil (two to eight percent slope) is characterized by dark grayish brown loamy sand approximately eight inches thick. The subsoil has moderately slow permeability. Both soils units have low organic matter and are strongly acidic (USDA, 1981).

Descriptions of the geology at the AER Site and vicinity are based on previous investigations and the lithologic logs from monitoring wells. Soil boring and water elevation data from the AER Site and regional vicinity were compiled and summarized in geological cross sections (**Figures 7 & 8**)

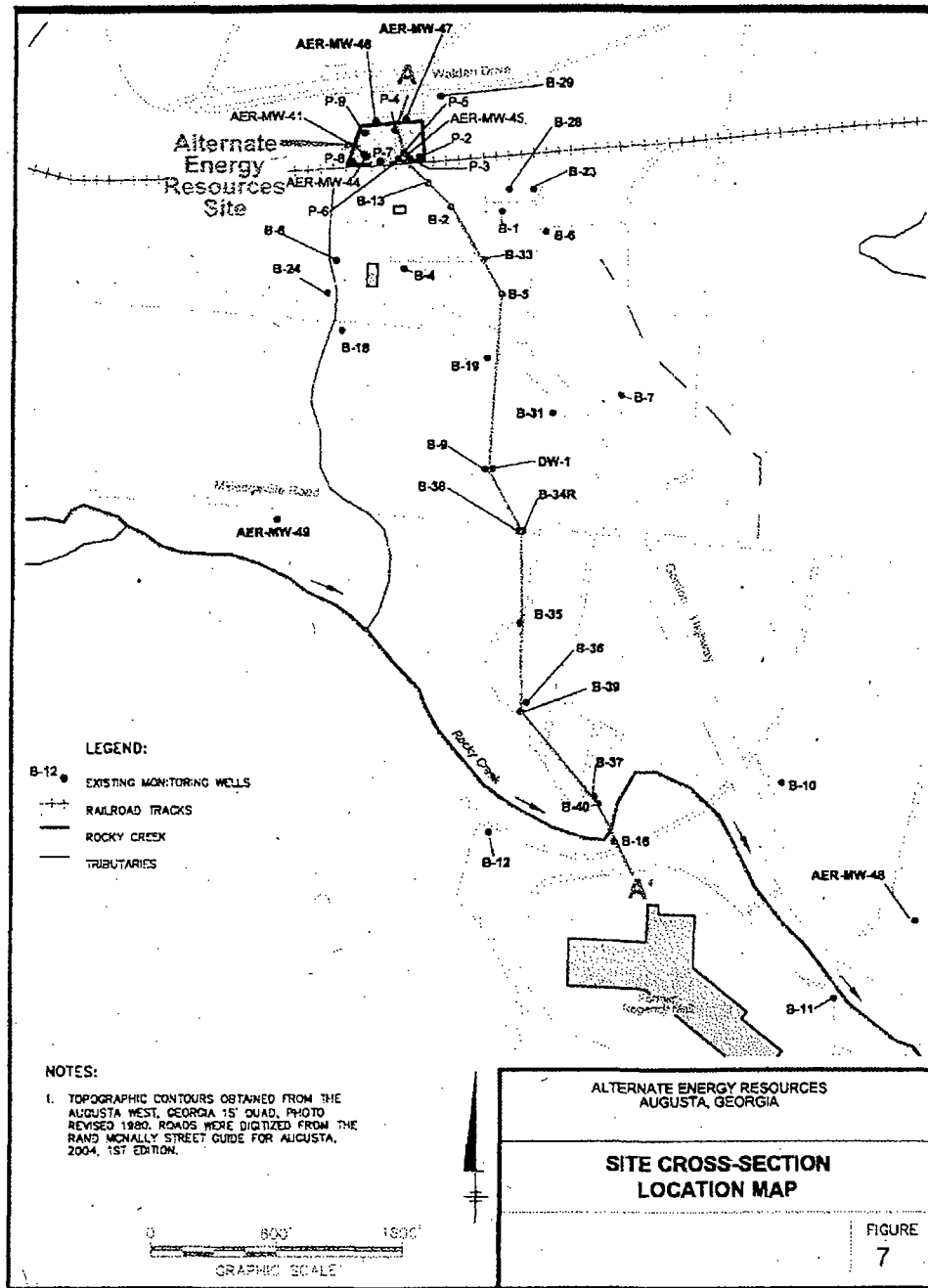
The AER Site is near the upper limit of the Upper Coastal Plain Geologic Province, as shown on the Georgia Geologic Map (Clark and Zisa, 1976). Upper Cretaceous sediments in the Augusta area have been named the Galliard Formation (in Georgia only) after the type section of this formation in Galliard, Georgia about 200 miles along strike southwest of Augusta (Gorday, 1985; Huddleston and Summerour, 1996). Upper Cretaceous sediments are also exposed nearby in North Augusta, across the Savannah River in South Carolina, and are the subject of numerous local investigations (DOE Savannah River Site, industrial facilities, and kaolin mines).

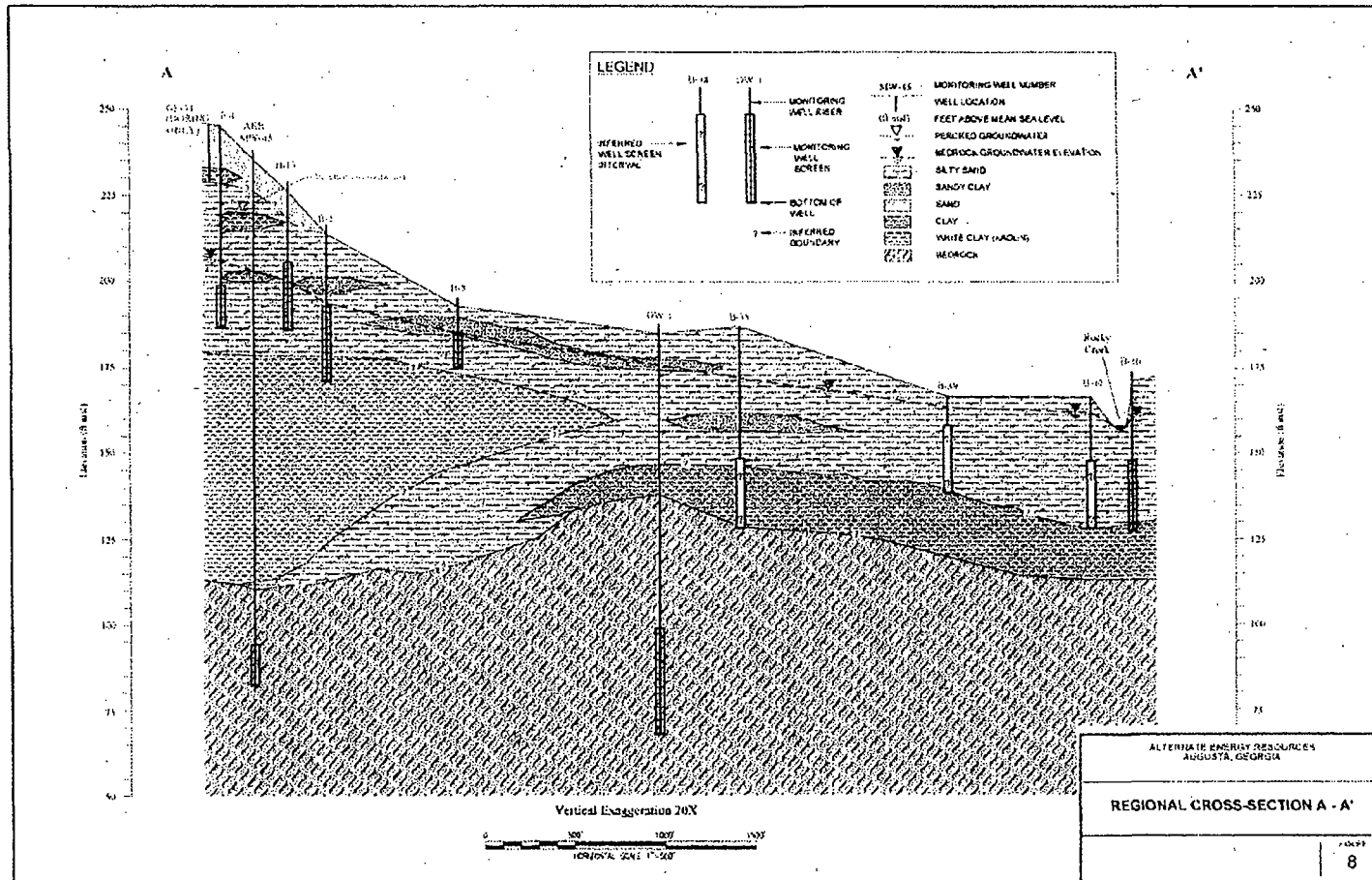
The bedrock encountered at total depth (drilling refusal) is dark gneiss typical of the Paleozoic age metamorphics exposed upgradient at the fall line. Individual clay and sand units are discontinuous due to the continual reworking and deposition by meandering braided streams.

As shown on the cross-sections, the uppermost sediments in all borings to about 12 feet depth were composed of unconsolidated sands and clayey silty sands with no persistent discernable units. These sands and clayey sands are interpreted as recent

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alluvial sediments that have eroded from nearby upslope sediments. Silt and clay portions may change laterally within a few feet but overall the general lithology of the uppermost 12 feet bgs should be consistent over the AER Site.

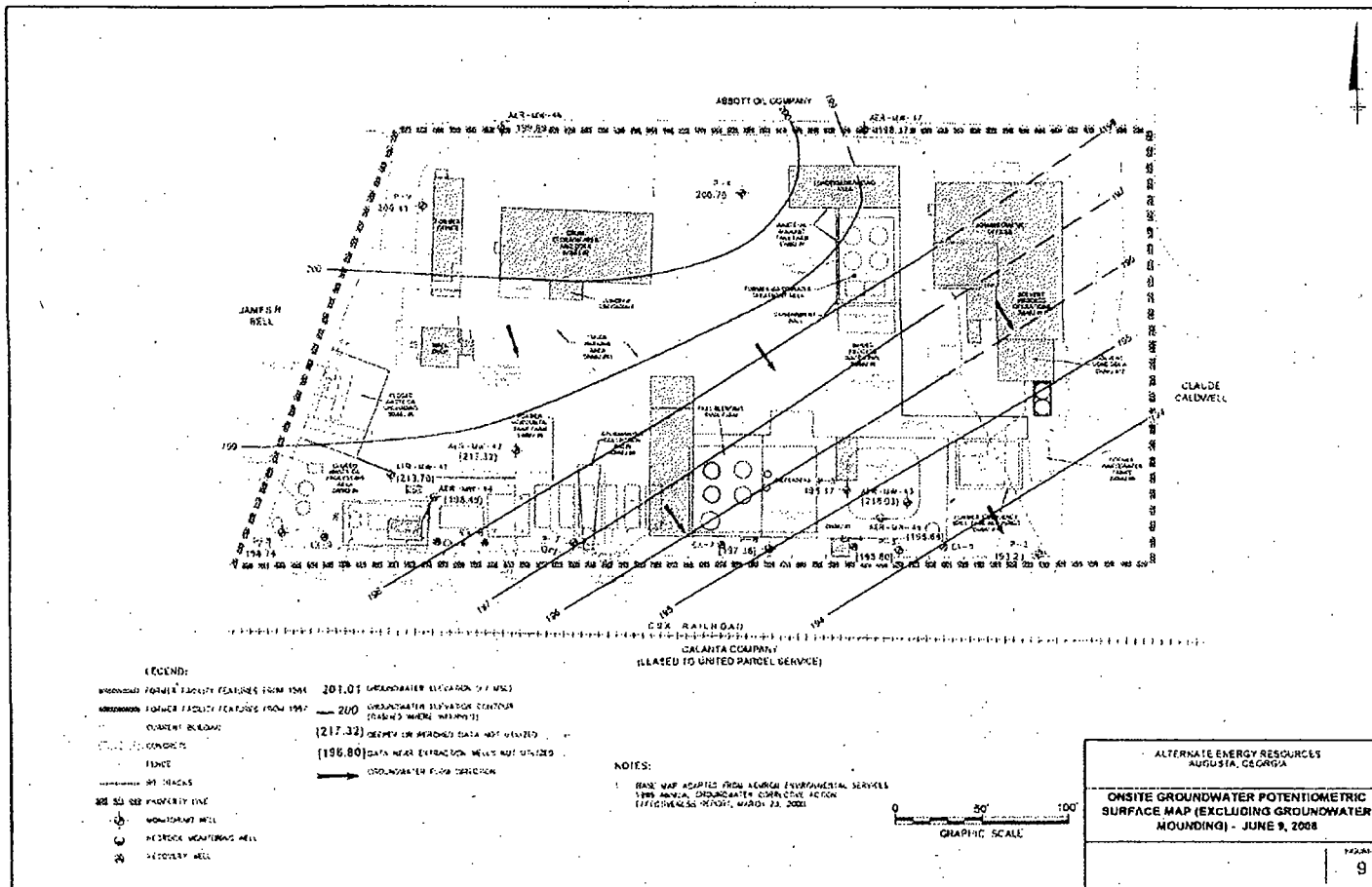
A silty clayey unit with darker reddish colors, increased iron staining, and increased clay content is observed across the majority of the Site at approximately 12 feet in depth locally at the AER Property. However, this clayey unit does not appear to be present in the northeast portion of the AER Property. The unit persists at the AER Property at least down to 16 feet depth and often to 20 feet depth, but does not persist in areas downgradient of the AER Property. This zone may represent an erosional contact between the Upper Cretaceous and overlying recent sediments described in Gorday, 1985. The implication of a contact at an approximate 12-foot depth across the Site is important. The available hydrogeologic data strongly suggest that the top of an iron-stained clayey sand local semi-confining unit encountered at about 12 feet to 15 feet depth results in perched infiltration from the AER Property that discharges partially to surface water immediately downgradient of the facility at UPS, and partially downward, recharging the water table aquifer.

Weathered metamorphic bedrock was encountered at 126 ft and 127 ft bgs respectively in deeper wells. The two deeper wells encountered a zone of partially weathered rock (PWR) about four to six feet thick, composed of chemically weathered bedrock that transitioned to dark appearing amphibolite and gneiss. The metamorphic rocks encountered by the two deep wells conform to the local bedrock geology from regional studies.

The RI suggests three distinct aquifers at the AER Site. The uppermost aquifer is ephemeral groundwater perched on top and within the shallow silty clayey unit at 12 to 16 feet bgs. Groundwater at this level is ephemeral due to recharge from recent rainfall. The drought reduced saturated conditions in this unit. When it exists, groundwater perched on this unit discharges partially to the deeper aquifer and partially to ground surface, where it flows downgradient into the stormwater pond at the UPS facility. The three aquifers at the AER Site include an ephemeral perched zone, the water table aquifer, and the bedrock aquifer. The potentiometric surface of the water table at the AER Property is shown as **Figure 9**.

The water table aquifer is at approximately 36 ft bgs. The water table follows the topography. Water table groundwater flows to the South and Southeast towards Rocky Creek. Rocky Creek is interpreted as the groundwater discharge barrier for the water table aquifer. Groundwater flows to Rocky Creek from both sides of the creek.

A 70-ft thick kaolin clay separates the water table aquifer from the deeper bedrock aquifer below the AER Site and in near downgradient areas from the Site. This clay layer is no longer present at wells farther downgradient. Water levels in the bedrock aquifer show an upward vertical gradient into the kaolin clay unit. The upward



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hydraulic gradient indicates that Rocky Creek is a groundwater discharge boundary for impacted groundwater. Water levels in on-Site wells MW-44 and MW-45 show artesian conditions in the bedrock aquifer relative to the thick kaolin clay unit.

Groundwater at the water table flows to the south/southeast conforming to the local topographic gradient. The hydraulic gradient downgradient of AER Site to Rocky Creek conforms to the local topography and shows a generally constant gradient to Rocky Creek. Depth to groundwater ranges from approximately 36 ft bgs at the AER Property to approximately 4 ft bgs near Rocky Creek.

5.4 RI Sampling Strategy

The scope of the investigation included generating data to delineate both horizontally and vertically the impact to Site soils, determine if constituents associated with the AER facility are being transported via groundwater to downgradient surface water and sediment, and determine the extent of impacted groundwater at the water table and in fractured bedrock.

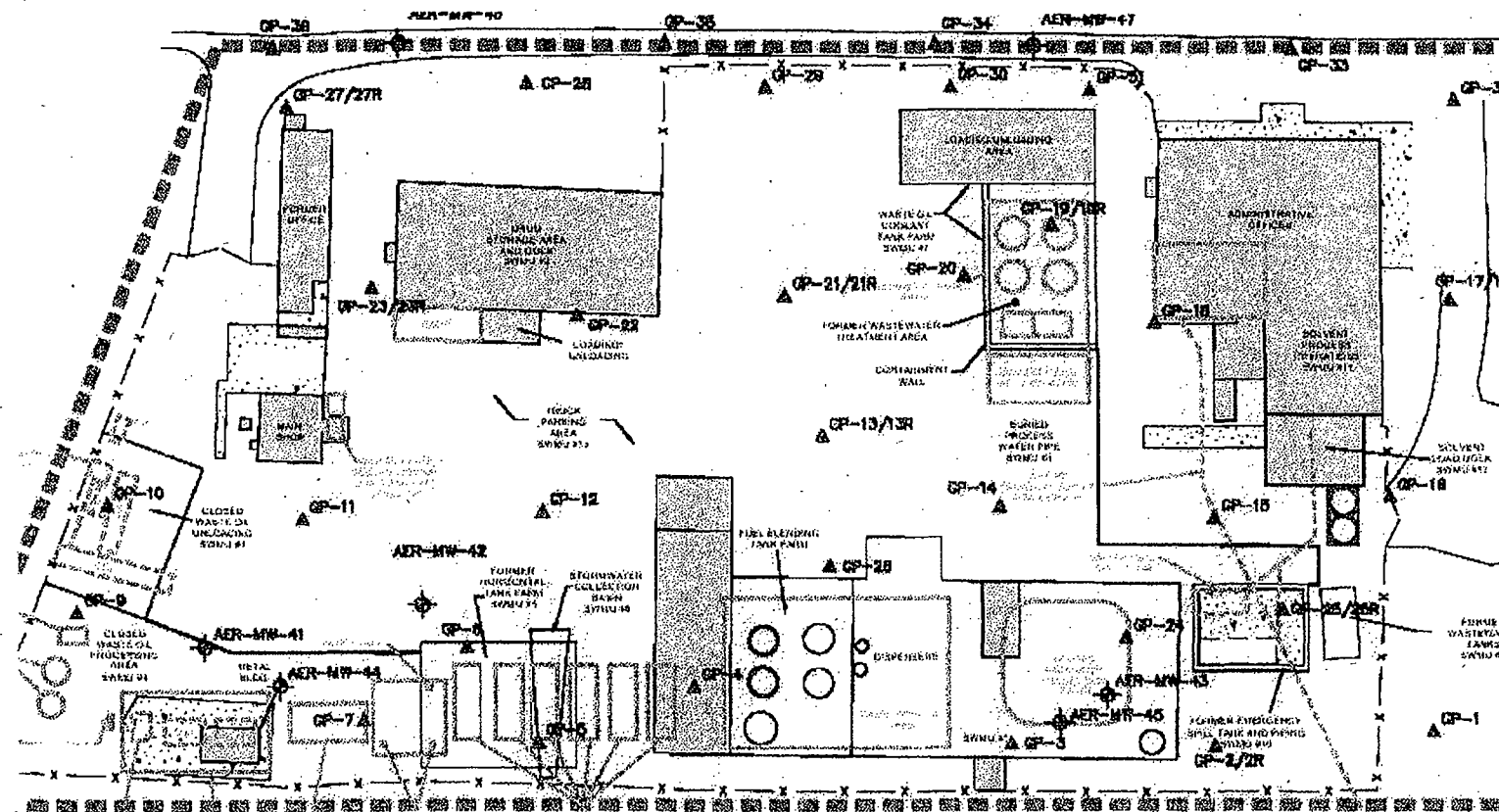
Field sampling activities for the Phase I and II RI field efforts included the installation of 7 shallow and 2 bedrock monitoring wells and the collection of 172 soil samples, 62 groundwater samples, 8 surface water samples, 8 sediment samples and 2 private well samples. In addition, slug tests were performed on 13 monitoring wells.

The overall nature and extent of contamination at the AER Site is based upon screening results and analytical results of samples collected from soils, groundwater, surface water, and sediment and the physical characteristics of the area. All samples were analyzed for VOCs and select samples were also analyzed for semi-volatile organics (SVOCs), total petroleum hydrocarbons (TPH), polynuclear aromatic hydrocarbons (PAHs), gasoline range organics (GRO), diesel range organics (DRO) and metals.

5.5 Nature and Extent of Soil Contamination

Soil samples were collected between June 2007 and May 2008 (**Figure 10**) and were analyzed for Target Compound List (TCL) VOCs, TCL PAHs, and TPH DRO and GRO. In addition, approximately 10% of the soil samples were also analyzed for TAL metals. Finally, soil samples were collected from 5 borings at depths up to 130 feet bgs during the installation of the monitoring wells. Detected analytes in soil are presented in Appendix A. The complete set of data for the soil samples, along with a description of the data qualifiers, can be found in the RI Report.

Thirty VOCs were detected in the soil samples; however two VOCs, trichloroethene (TCE) and tetrachloroethene (PCE), were the most prevalent.



ON-SITE SOIL SAMPLE LOCATIONS

Figure 10

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The maximum detected TCE concentration was 76,000 µg/kg (76 mg/kg) collected from the duplicate sample from boring GP-32 at 3-4 feet bgs. The maximum detected PCE concentration was 360,000 µg/kg (360 mg/kg) collected from the sample from boring GP-21R at 15-16 feet bgs. **Figures 11 and 12** show the TCE and PCE results respectively.

Sixteen PAHs were detected. The maximum benzo(a)pyrene concentration detected was 8,300 µg/kg. The maximum dibenzo(a,h)anthracene concentration detected was 1,200 µg/kg. Benzo(a)anthracene was also detected; the maximum concentration was 5,400 µg/kg. Benzo(b)fluoranthene was detected at a maximum of 7,500 µg/kg and Indeno(1,2,3-cd)pyrene was detected at a maximum of 4,000 µg/kg.

TPH DRO and GRO were detected in the soil samples. DRO was detected in 65% of samples at concentrations that varied from 2.3 mg/kg at sample location GP-18 at 11-12 feet bgs to 5,300 mg/kg at sample location GP-9 at 3-4 feet bgs. GRO was detected in 26% of samples at concentrations that varied from 0.038 mg/kg at sample location GP-29 at 0-1 feet bgs to 58 mg/kg at sample location GP-9 at 3-4 feet bgs.

Historically, metals were not detected in soil samples collected from the AER Site at significant concentrations. In the current RI, arsenic was detected at a maximum concentration of 19.8 mg/kg in sample location GP-16 at 3-4 feet bgs. Overall, arsenic was detected in 23 of 25 soil samples. Soil arsenic concentrations in eastern Georgia vary from below detection limits to 100 mg/kg (Shacklette and Boemgen, 1984) and are often naturally elevated in iron-rich sediments from arsenopyrites associated with secondary iron mineralization in soil. Therefore the detected arsenic concentrations are within the range of regional background concentrations.

In summary, two VOCs (TCE and PCE), five SVOC analytes (benzo[a]pyrene, dibenzo[a,h]anthracene, benzo[a]anthracene, benzo[b]fluoranthene, and indeno[1,2,3-cd]pyrene), and arsenic were detected in soil samples. In addition, DRO and GRO were detected in soil samples collected from the Site.

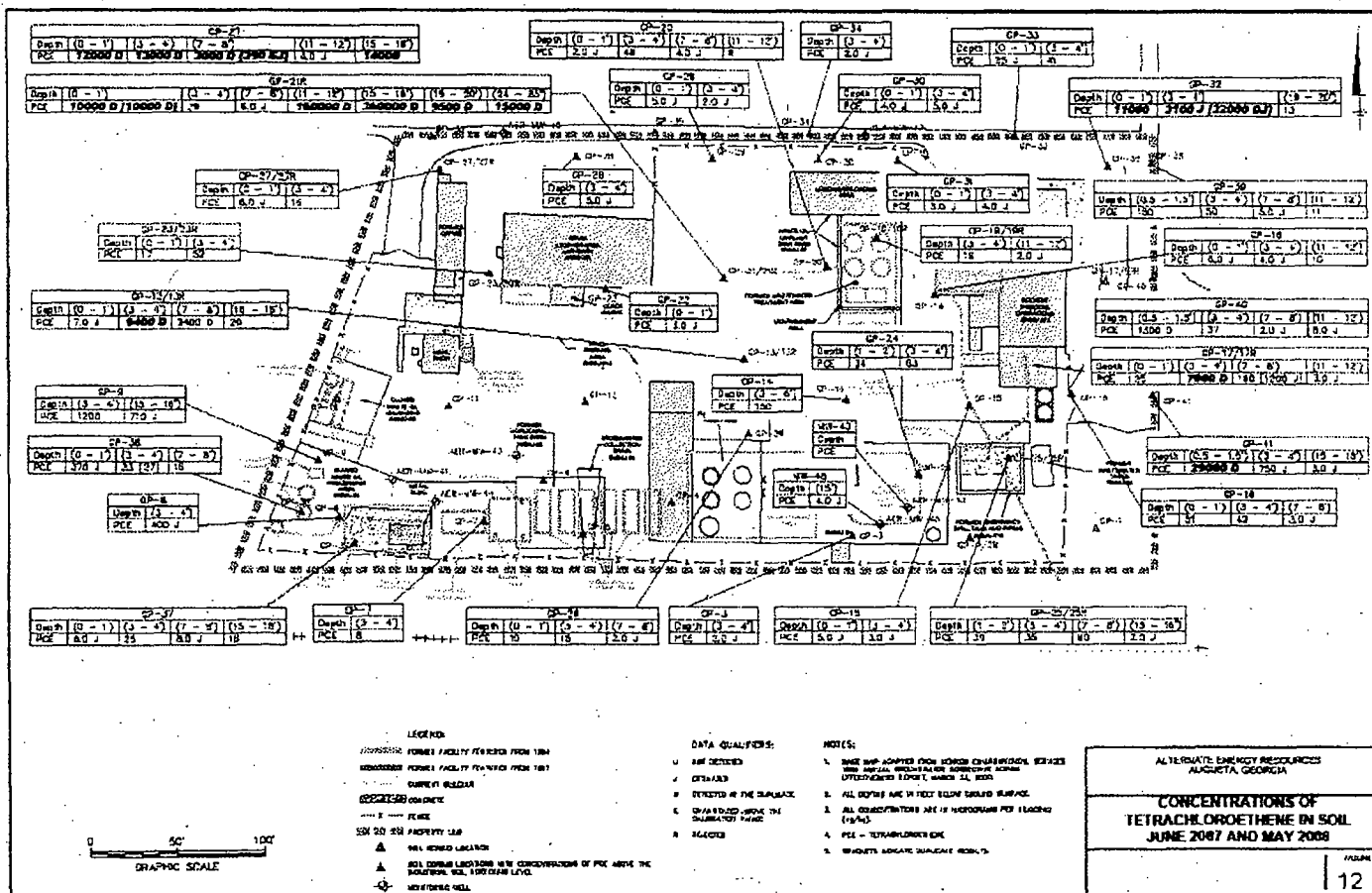
Figure 13 summarizes the estimated areal and vertical distribution of VOC concentrations in soil on the AER Property. Areal distributions depicted as polygons on **Figure 13** were developed using the Thiessen method of polygon construction based on the locations of adjacent soil borings. The presence of elevated soil PCE and TCE concentrations at depths of up to 25 feet bgs in the center of the AER Property indicates that these soils may act as a potential ongoing source of groundwater VOC impacts.

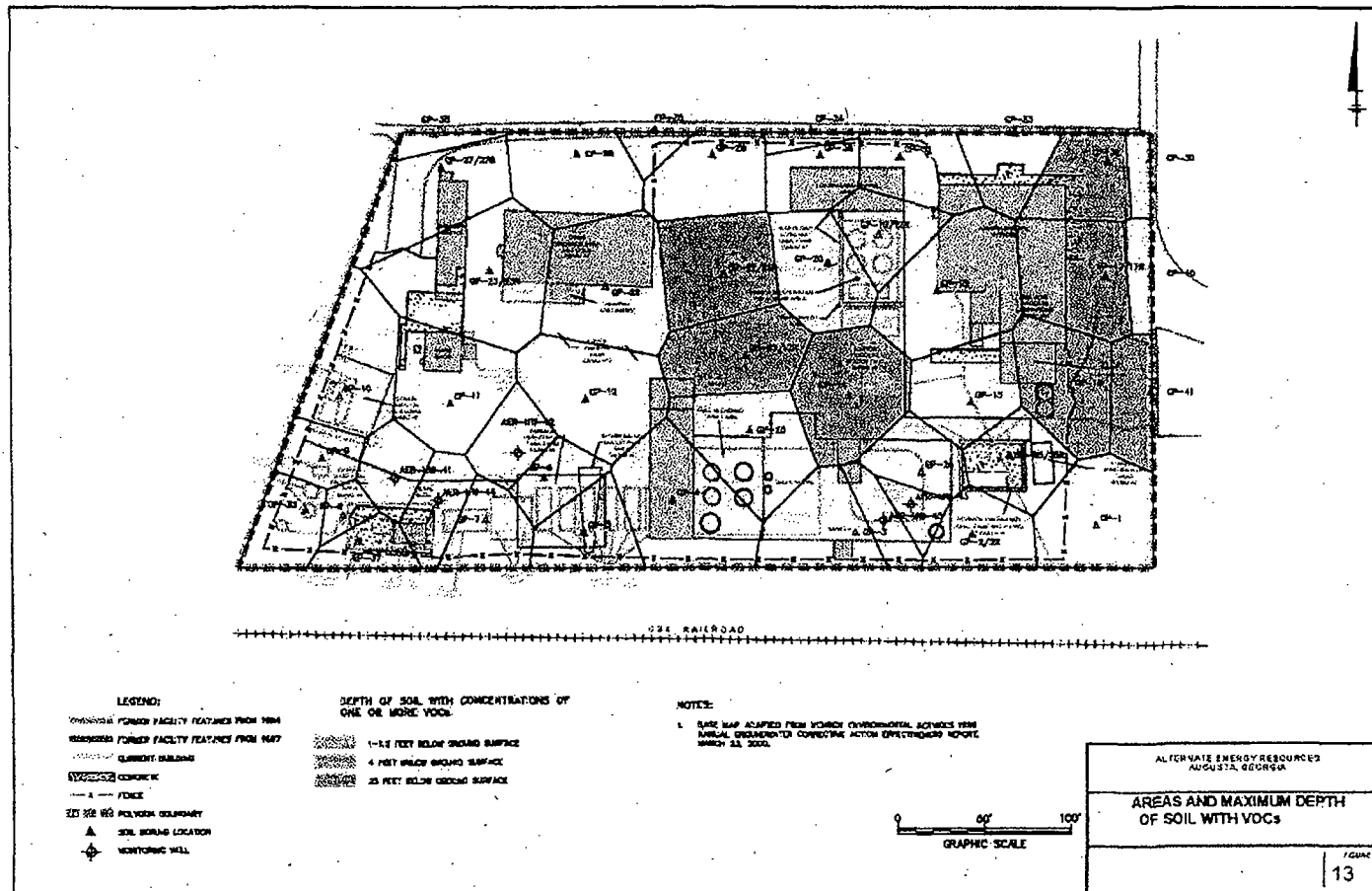
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5.6 Nature and Extent of Surface Water/Sediment Contamination

The AER Property is mostly unpaved with limited stormwater drainage. Rainwater infiltrates directly into the ground; however, concrete pads and structures limit the rate of migration into the subsurface promoting surface water pooling and runoff. Surface water at the AER Property partially drains into a stormwater sewer east of the Property that flows under the CSXT railroad property. In addition, surface water runoff flows via sheet flow directly into the CSXT drainage ditch. The surface water collects in small first order streams as it approaches Rocky Creek.

Surface water samples were collected from six locations and were analyzed for VOCs in June 2007 (Figure 14). Samples collected from SW-5 and SW-6 were also analyzed for SVOCs and petroleum hydrocarbons. Four of the six sample locations (SW-1 through SW-4) were re-sampled in May 2008 and analyzed for PAHs. Analytical results of surface water samples are summarized below and detected analytes in surface water are presented in Appendix A. No detected constituents in surface water exceeded MCLs or Region IV Freshwater Surface Water Screening Values (FSWSV).

TCE was the only VOC detected in the surface water samples collected. An estimated concentration of 1J µg/L of TCE was detected in surface water collected at sample location AER-SW-4 in June 2007, which is below the MCL of 5 µg/L. There is no established Region 4 Freshwater Surface Water Screening Value for TCE. TCE was not detected in any of the other surface water samples collected.

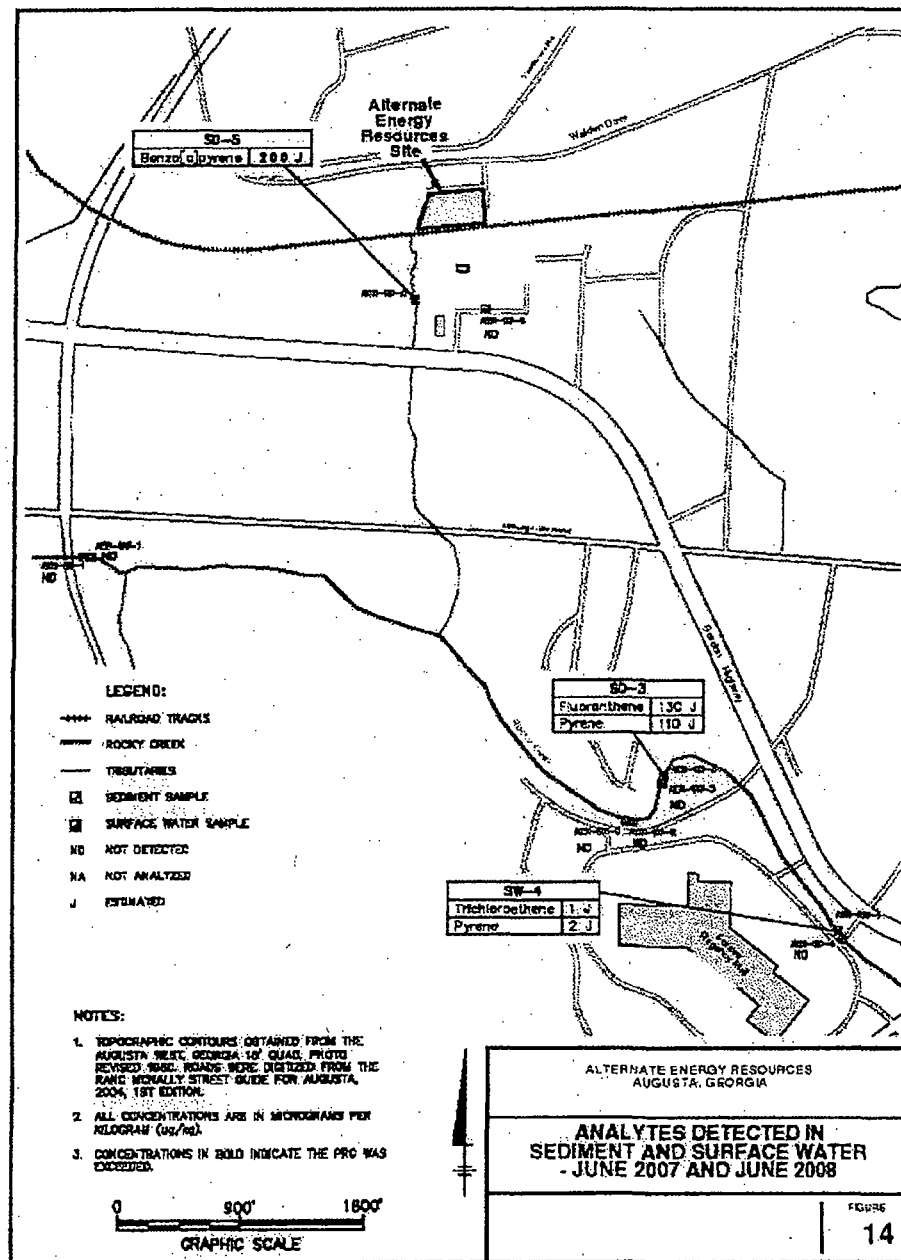
The only SVOC detected in any surface water sample was the PAH pyrene, which was present at a concentration 2J µg/L in sample SW-4 collected in June 2008. TPH DRO and GRO were not detected in the surface water samples.

Sediment samples were collected from 6 locations in June 2007. Sediment samples were collected from the same locations as the surface water samples. All of the samples were analyzed for VOCs, and two of the six samples (SD-5 and SD-6) were also analyzed for SVOCs and petroleum hydrocarbons. Samples from locations SD-1 through SD-4 were re-collected in May 2008 for analysis of PAHs. Analytical results of sediment samples collected to support the RI are summarized below and detected analytes in sediment are presented in Appendix A.

TCE was the only VOC detected in the sediment samples collected. TCE was detected in one sample (SD-3) at a concentration of 10 µg/kg. TCE was not detected in the other sediment samples collected.

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Eleven PAHs were detected in the sediment samples collected from June 2007 to May 2008, including benzo(a)anthracene, benzo(a)pyrene, benzo(a)fluoranthene, and indeno(1,2,3-cd)pyrene. Benzo(a)anthracene, benzo(a)pyrene, benzo(a)fluoranthene, and indeno(1,2,3-cd)pyrene were detected in sediment sample SD-5 at estimated concentrations of 180 µg/kg, 200 µg/kg, 260 µg/kg, and 160 µg/kg, respectively. PAHs were not detected in the other sediment samples collected. TPH Diesel and Gasoline Range Organics were not detected in the sediment samples collected. Figure 14 shows the analytes detected in surface water and sediment samples.

5.7 Nature and Extent of Ground Water Contamination

Analytical data results from the groundwater sampling activities are included in Appendix A. Non-aqueous phase liquid (NAPL) was not present in any well and no VOCs were present at concentrations indicative of the presence of NAPL.

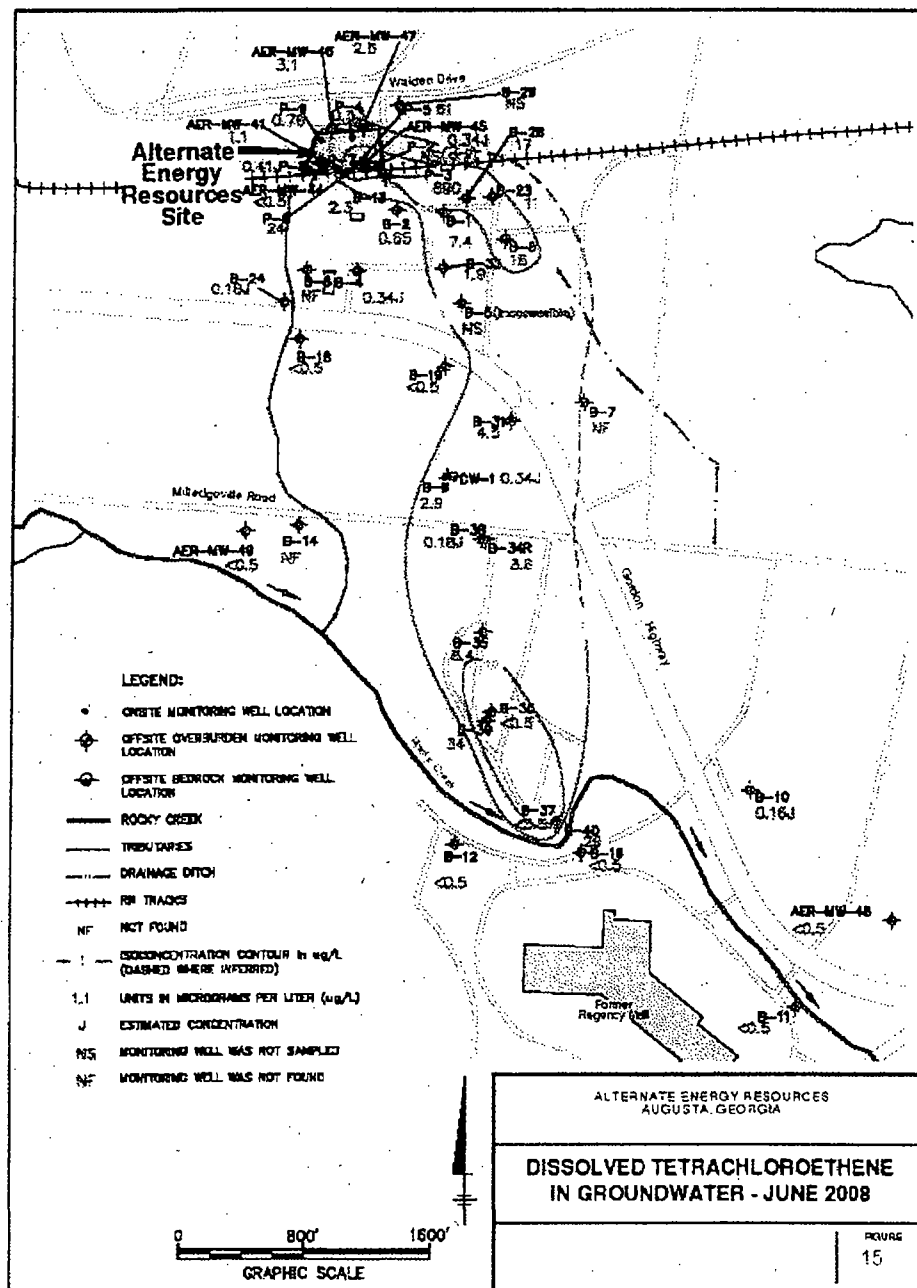
VOCs detected in shallow groundwater samples include benzene, carbon tetrachloride, chloroform, PCE, TCE, vinyl chloride (VC), 1,1,2-trichloroethane (TCA), 1,1-Dichloroethane (DCA), 1,1-Dichloroethene (DCE), 1,2-DCA, and 1,2-Dichloropropane. Of the constituents detected, PCE, TCE, VC, 1,1-DCE, and 1,2-DCA exceeded their respective MCL. The only VOCs reported in groundwater from the bedrock zone monitoring wells (DW-1, AER-MW-44, and AER-MW-45) were PCE and TCE at maximum concentrations of 0.34 µg/L and 2.6 µg/L respectively in DW-1. The detections of PCE and TCE in the bedrock aquifer sample were below the applicable MCL of 5 µg/L for each constituent. In addition, VOCs were not detected in the analyses of groundwater from monitoring wells south of Rocky Creek with the exception of chloroform detected in B-11 and B-16 at estimated concentrations of 0.31J µg/L and 0.2J µg/L, respectively. Additionally, chloroform is not one of the AER Site COCs.

During the June 2007 sampling event, certain VOCs were detected only in the groundwater from monitoring well B-5, specifically benzene, ethylbenzene, cyclohexane and related isomers, and isopropylbenzene. This suite of VOCs suggests a localized paint or other solvent release near this downgradient well, which is located approximately 1,000 feet south of the AER Site. The localized contaminants appear to have commingled with AER Site contaminants in the vicinity of B-5. Monitoring well B-5 was not accessible during the May 2008 sampling event; the property was surrounded by a fence and locked gate. Isoconcentration maps of VOCs in groundwater for PCE and TCE are shown on **Figures 15 and 16**, respectively.

During the June 2007 sampling event, TPH GRO was reported in analyses of groundwater from four wells with a maximum concentration of 1.33 milligrams per liter

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(mg/L) at monitoring well P-3. TPH DRO was only detected in one well, B-5 at a concentration of 0.69 mg/L. TPH GRO and TPH DRO were not analyzed in groundwater collected during the May 2008 sampling event.

During the June 2007 sampling event, groundwater was collected from on-Site monitoring well P-3 and off-Site monitoring wells B-5, B-39 for analysis for the following natural attenuation parameters: cations ferric iron, and ferrous iron; the anions chloride, nitrate, and sulfate; methane; total organic carbon (TOC); and total alkalinity. The natural attenuation parameters were selected because they provide evidence of anaerobic biodegradation at the water table. The selected natural attenuation parameters were collected as a preliminary screening for anaerobic biodegradation processes. The elevated ferric iron concentration in groundwater and lack of significant concentrations of the degradation product cis-1,2-DCE at on-Site well P-3 suggests that anaerobic biodegradation is limited within groundwater at the AER Site. Selected parameters suggest that anaerobic biodegradation may be a mechanism for degradation of VOCs downgradient of the AER Site. Concentrations of the daughter product cis-1,2-DCE increase downgradient of the AER Site, which suggests some anaerobic biodegradation is occurring within downgradient groundwater. However, low methane, decreasing chlorides, and low total organic carbon (TOC) downgradient of the AER Site suggest reduced anaerobic biodegradation processes in the water table aquifer as the groundwater approaches Rocky Creek. Overall, results from the limited selection of parameters suggest that anaerobic biodegradation is not a significant removal mechanism for dissolved VOCs in groundwater at this site or in downgradient areas. Subsequently, EPA Type 3 behavior (advection, dispersion, and sorption) appears to be the primary removal mechanism at the AER Site.

6.0 CURRENT AND POTENTIAL FUTURE LAND AND RESOURCE USES

The AER Property is currently unoccupied with nine buildings and is zoned industrial/commercial. Access to the AER Property is controlled with a fence and locked gate. Surrounding areas to the north, east, and south are primarily characterized by industrial, commercial, and/or residential properties interspersed with patches of undeveloped land (e.g., mixed forest) (**Figure 17**). Based on the Augusta GIS, the tract to the east is operated as a paint shop with three single story buildings. Two tracts to the north of the AER Property owned by Abbott Oil Company, Inc., are operated as a petroleum wholesale jobber that contains several above ground petroleum storage tanks. The tract to the west is undeveloped land. The AER Property is bounded to the south by the CSX railroad tracks. Two tracts immediately south of the CSX railroad line are used as the UPS warehouse center.

Public water is available in the area. Augusta Utilities Department (AUD) currently obtains potable water from a surface water intake and 30 groundwater wells



Figure 17 – Aerial Map of AER Property and Surrounding Area

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located in three well fields, including Peach Orchard Well Field, Bush Field Well Field, and Little Spirit Well Field. Water from all sources is blended prior to final distribution. AUD provides potable water to over 60,000 connections. The surface water intake presently contributes approximately 73 percent of the total water supply; the 30 groundwater wells contribute the remaining 27 percent. The City of Augusta wells in the Peach Orchard Well Field are not currently being operated but the wells are not inoperable and could be put back online for emergency purposes. A groundwater use survey was conducted. It is important to note that the City of Augusta/Richmond County Authority has enacted an ordinance (Section 3-7-43) which prohibits the installation of new wells with the Urban Services District which includes the AER Property. In addition to the public water supply, two residences also utilize groundwater from private water wells and a third residence was identified as utilizing only groundwater from a private well. Well depth and construction information is not available for the three water supply wells. The following describes the groundwater use at the three residences:

- 1925 Haynie Drive – only private well water used.
- 1922 Rozella Road – private well water used for irrigation and car washing; uses City water for drinking, bathing, and cooking.
- 2374 Wheelless Road – private well water used for drinking, cooking, irrigation, and car washing; uses City water for bathing.

The locations of these residences are shown on **Figure 18**. Public water is currently provided to the residents and businesses in the area. It is anticipated that the City will continue to provide water to all residents, businesses, and industries in the area in the future.

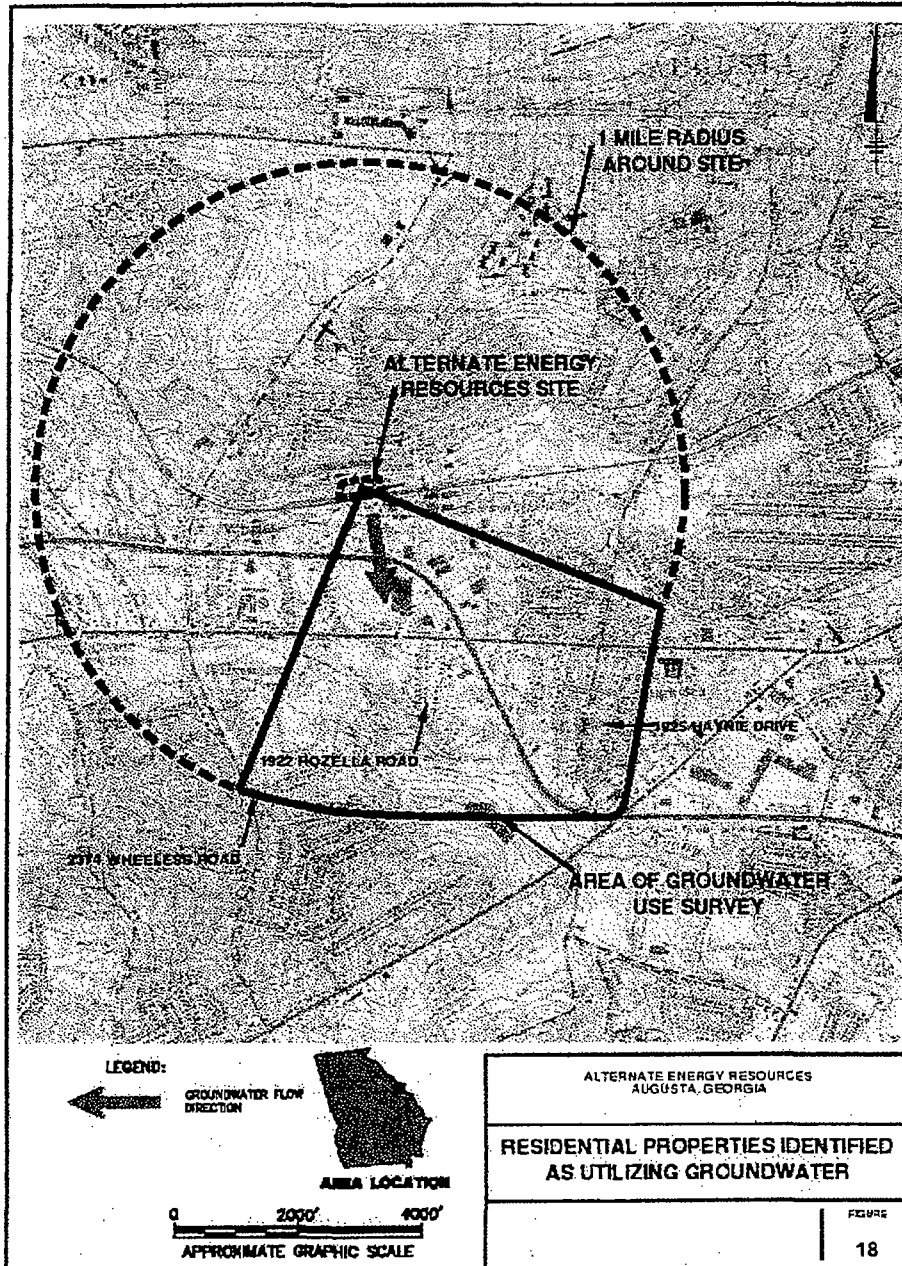
The State of Georgia does not have a groundwater classification system. All groundwater in the state is considered potential drinking water, whether it is utilized for that purpose or not.

7.0 SUMMARY OF SITE RISKS

This section of the ROD provides a summary of the AER Site's human health and environmental risks. A Baseline Human Health Risk Assessment (HHRA) for the Site was completed in August 2008. The HHRA estimates the human health risks that the AER Site could pose if no actions were taken. It is one of the factors EPA considers in deciding whether to take actions at a site. The risk assessment also identifies the contaminants and exposure pathways that need to be addressed by the remedial action.

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A Screening Level Ecological Risk Assessment for the AER Site and a habitat characterization were completed in August 2008.

7.1 Summary of Human Health Risk Assessment

The HHRA involves the following four steps: 1) data evaluation, to identify site-related contaminants of concern (COCs); 2) exposure assessment, to determine potential exposure pathways and quantify the magnitude of potential exposure; 3) toxicity assessment, to determine types of effects associated with exposures; and 4) risk characterization, to quantify cancer risks and non-cancer health hazards associated with specific exposures at the Site. The complete HHRA can be found in the RI which is included in the Administrative Record.

7.1.1 Identification of Contaminants of Concern

Exposure point concentrations (EPCs) were derived and contaminants of potential concern (COPCs) were identified. The datasets used in the HHRA consist of recent data obtained during the RI, which are considered to represent current conditions at the AER Site. On-Site groundwater and soil data were collected in 2006, 2007, and 2008. Off-Site groundwater data were also collected in 2007 and 2008. Off-Site sediment and surface water data were collected from Rocky Creek, the UPS stormwater pond outfall, and a small stream associated with the outfall in 2007 and 2008.

Consistent with EPA (2000) guidance, soil, groundwater, and sediment data for the AER Site were compared to USEPA Region 9 Preliminary Remediation Goals (PRGs), and surface water data were compared to EPA's National Ambient Water Quality Criteria (NAWQC). To evaluate the groundwater to indoor air pathway, a vapor intrusion evaluation was also conducted, which involved comparing VOC groundwater data to EPA (2002a) generic screening levels. Constituents that exceed associated screening criteria are identified as COPCs.

The following screening criteria were used in the COPC selection process:

- Soils – USEPA (2004a) Region 9 PRGs for industrial soil
- Sediment – USEPA (2004a) Region 9 PRGs for residential soil
- Surface water – USEPA (2002b) National Recommended Water Quality Criteria for human health, consumption of water and organisms
- Groundwater – USEPA (2004a) Region 9 PRGs for tap water
- Vapor Intrusion from Groundwater – USEPA (2002a) Generic Screening Levels for Target Groundwater Concentrations Corresponding to Target Indoor Air Concentrations at a risk level of 1×10^{-6}

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Consistent with EPA (2000) guidance, PRGs for non-carcinogens were adjusted to reflect a hazard quotient of 0.1. Risk-based screening criteria for carcinogens are based on an excess cancer risk of 1×10^{-6} . Constituents that exceeded associated screening criteria were identified as COPCs and quantitatively evaluated in the HHRA.

The following COPCs were identified for the AER Site:

- Soil – Several VOCs (cis-1,2-dichloroethylene, PCE, TCE, and vinyl chloride), several PAHs (benzo[a]anthracene, benzo[a]pyrene, benzo[b]fluoranthene, dibenz[a,h]anthracene, and indeno[1,2,3-cd]pyrene), arsenic, iron, lead, thallium, and vanadium;
- Sediment – Benzo(a)pyrene;
- Surface water – No COPCs;
- Ingestion of Groundwater – Several VOCs (1,1,1-trichloroethane, 1,1,2-trichloroethane, 1,1-dichloroethene, 1,2-dichloroethane, 1,2-dichloropropane, acetone, benzene, carbon tetrachloride, chloroform, cis-1,2-dichloroethylene, ethylbenzene, PCE, TCE, vinyl chloride, and xylenes), several SVOCs (2,6-dinitrotoluene, bis[2-ethylhexyl]phthalate, caprolactam, and naphthalene), and iron; and
- Groundwater to Indoor Air – 1,1-dichloroethene, cis-1,2-dichloroethylene, PCE, and TCE.

EPCs (e.g., 95% Upper Confidence Levels [UCLs]) were calculated for identified COPCs using USEPA (2007) ProUCL software (Version 4.0). EPCs were derived based on the 2006, 2007, and 2008 RI data described above. For soils and sediment, the rationale for calculating the UCL term followed the procedures outlined in the ProUCL user's guide. Based on the distribution of the dataset, a UCL calculation procedure recommended by ProUCL was followed. In accordance with USEPA (1989) guidance, the EPC used in exposure calculations is the lower of the maximum detected concentration and the UCL. Consistent with EPA (1992) guidance, UCLs were not calculated for datasets with sample sizes less than 10. In these cases, the maximum concentration was used as the EPC. Consistent with EPA (2000) guidance, EPCs for the groundwater exposure scenario (i.e., ingestion of potable groundwater by off-Site residents) were the arithmetic mean of the analytical data. Consistent with EPA (2004b) guidance, EPCs for the vapor intrusion evaluation were the arithmetic mean of the analytical groundwater data for those wells located near residential areas. **Table 1** presents the EPCs used in the exposure/risk assessment.

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Table 1
Summary of Exposure Point Concentrations (EPC) (PPB)

MEDIUM	RECEPTOR	CONSTITUENT	MIN FOUND	MAX FOUND	EPC
Surface Soil (0-1 ft bgs)	Trespasser	Benzo(a) anthracene	71	5400	1333
		Benzo(a)pyrene	73	8300	1745
		Benzo(a)fluoranthene	71	7500	1705
		Dibenzo(a,h)anthracene	78	1200	285
		Indeno(1,2,3-cd)pyrene	72	4000	1125
		PCE	2	29000	10848
		TCE	2	71000	25321
Surface and Shallow Subsurface Soil (0-2 ft bgs)	Industrial Worker	Benzo(a) anthracene	71	5400	1382
		Benzo(a)pyrene	73	8300	1832
		Benzo(a)fluoranthene	71	7500	1761
		Dibenzo(a,h)anthracene	78	1200	318
		Indeno(1,2,3-cd)pyrene	72	4000	1300
		Cis-1,2-dichloroethene	3	32000	32000
		PCE	2	29000	9590
Surface and Subsurface Soil (0-20 ft bgs)	Construction Worker	TCE	2	71000	22330
		Arsenic	400	19800	7000
		Benzo(a) anthracene	71	5400	460
		Benzo(a)pyrene	73	8300	544
		Benzo(a)fluoranthene	71	7500	558
		Cis-1,2-dichloroethene	2	32000	1524
		Dibenzo(a,h)anthracene	78	1200	218
		Indeno(1,2,3-cd)pyrene	72	4000	446
		PCE	2	360000	18109
		TCE	2	76000	5896
Sediment	Off-Site Resident	Vinyl Chloride	2	820	44
		Benzo(a)pyrene	200	200	200
Groundwater (Ingestion Pathway)	Off-Site Resident	Chloroform	0.1	6	2.4
		TCE	0.11	7100	200
		Bis(2-ethylhexyl)phthalate	4	10	5.6
		Naphthalene	14	14	5.7
		1,1,1-TCA	0.11	380	10
		1,1,2-TCA	0.11	11	2.6
		1,1-DCE	0.1	690	21
		1,2 dichloropropane	1.1	1.4	2.5
		Caprolactam	5	2500	100
		Vinyl Chloride	6	7.1	2.6
		Xylene	16	54	3.5
		2,6-dinitrotoluene	7	7	5.6
		Acetone	87	2000	27
		Benzene	0.11	19	2.7
		Iron	9710	15100	8300
		Cis-1,2-DCE	0.11	66	8.8
		Ethylbenzene	78	170	5.2
		PCE	0.16	1700	49
Groundwater (Indoor Air Pathway)	Off-Site Resident	1,1-DCE	0.45	21	6.3
		Cis-1,2-DCE	0.12	66	19.8
		PCE	0.18	40	11.1
		TCE	0.17	310	85.6

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7.1.2 Exposure Assessment

Exposure refers to the potential contact of an individual (receptor) with a contaminant. The exposure assessment evaluates the magnitude, frequency, duration, and route of potential exposure. This section describes which populations may be exposed, and the exposure pathways. A complete discussion of all the scenarios and exposure pathways is presented in the Baseline Risk Assessment Section of the Remedial Investigation (RI) Report for this AER Site.

The human health conceptual site model is shown in Figure 6. This section expands on the CSM and identifies potentially complete exposure pathways that are quantitatively evaluated in the HHRA.

The RI soil samples were collected from the AER Property at various depth intervals. Because access to the AER Property is restricted (i.e., fenced with a locked gate), trespassers, industrial workers, and construction workers were assumed to be the only receptors with potential current and future exposure to AER Property soils. The 0-1 foot depth interval was considered "surface" soil; the 1-2 feet interval was considered "shallow subsurface," and greater than 2 feet was considered "subsurface." Trespassers were assumed to be exposed to surface soils only. Industrial workers (i.e., outdoor workers) were assumed to be exposed to both surface and shallow subsurface soils (EPA, 2002c). Construction workers were assumed to be exposed to surface, shallow subsurface, and subsurface soils.

Sediment and surface water samples were collected from Rocky Creek, the UPS pond outfall, and the small stream associated with the UPS pond outfall. Surface water and sediment within the Rocky Creek, the UPS pond outfall, and the small stream represent potential exposure media for off-site receptors (i.e., residents). Based on the relatively shallow water depths of these surface water bodies, receptors would most likely be exposed to sediments and surface water while wading (i.e., these water bodies are most likely not used for swimming because they are too small and shallow).

Depth to groundwater at the AER Property is about 35 feet. However, groundwater depths in the residential areas near Rocky Creek generally range from 3 to 6 feet bgs. Although public water is supplied at all downgradient areas, there may be potential exposure of downgradient users who still have shallow private water wells. A water well survey for residences within 1 mile hydraulically downgradient of the AER Property was conducted to identify such wells. The results of the groundwater use survey identified that, while all water users are required to obtain their water from the public water supply system, a small number (three) of residences obtain some or all of their water from private groundwater wells. Specifically, one groundwater user uses groundwater from a private well for drinking and cooking but uses City water for bathing.

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A sample collected from this private well did not contain any VOCs, SVOCs, or petroleum hydrocarbons. The second residence uses groundwater from a private well for outdoor landscape watering and car washing but uses City water for drinking, cooking, and bathing. A sample collected from this private well did not contain any SVOCs or petroleum hydrocarbons but did contain VOCs of a type and concentration similar to those detected in nearby groundwater monitoring wells sampled during the RI. Finally, the third residence uses groundwater from a private well as the sole source of water at that residence. Permission to sample this well was repeatedly denied. This well is located on the eastern edge of the groundwater use survey area and is not expected to contain Site-related COPCs. Therefore, based on the results of the groundwater use survey discussed above, the HHRA assumes that off-Site residents may be exposed to AER Site groundwater via ingestion and vapor intrusion. Depth to groundwater precludes exposure of construction workers to groundwater during excavation activities.

If no COPCs are identified for a medium, that medium does not require further evaluation. No COPCs were identified for surface water from Rocky Creek, the UPS pond outfall, or the small stream. Likewise, no COPCs were identified for sediment from the pond or Rocky Creek.

Other pathways were considered but determined not to require quantitative evaluation in the HHRA. Specifically, exposure of off-Site residents to volatile emissions originating from AER Site soils is not considered a significant exposure pathway because there were relatively few exceedences of VOC screening criteria in surface soils. Likewise, exposure of off-Site residents to dust from AER Site soils is not a significant exposure pathway because much of the AER Property is covered by concrete pads.

Potentially complete exposure pathways that were quantitatively evaluated in the HHRA are:

- Trespasser exposure to on-Site surface soils via dermal contact and incidental ingestion;
- Industrial worker exposure to on-Site surface and shallow subsurface soils via dermal contact and incidental ingestion;
- Construction worker exposure to on-Site surface, shallow subsurface, and subsurface soils via dermal contact and incidental ingestion;
- Exposure of off-Site residents (adults and older children) to sediments within the small stream associated with the UPS pond outfall via dermal contact while wading;
- Exposure of off-Site residents (adults and young children) to groundwater via ingestion; and

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- Exposure of off-Site residents (adults and young children) to VOCs in groundwater via vapor intrusion to indoor air.

The Reasonable Maximum Exposure (RME) scenario was evaluated in the HHRA for trespasser, industrial worker, construction worker, and residential receptors, and is intended to represent the "highest exposure that is reasonably expected to occur at a site." A Central Tendency Exposure (CTE) scenario was also evaluated for these receptors and is intended to represent more realistic exposures.

Surrounding land use is primarily industrial/commercial, but also consists of areas of undeveloped land and residential areas to the south. Based on this information, it is assumed that there is potential for nearby adolescents to trespass onto the AER Property. Consistent with EPA guidance, the trespasser is assumed to represent an adolescent aged 7 to 16 years.

The industrial worker is assumed to be an outdoor worker that may be exposed to AER Site media during routine maintenance activities. The construction worker is assumed to be involved in intrusive activities (e.g., excavation) that may occur at the AER Site (e.g., underground utility repair). The off-Site residential receptor is assumed to use local surface water bodies (e.g., small stream, Rocky Creek) for recreational purposes such as fishing and wildlife observation.

7.1.3 Soil Vapor

For the vapor intrusion evaluation, the Johnson & Ettinger model was used to quantify potential exposure and risks for the indoor air pathway. Since home construction information was not available, it was assumed that residences do not have basements, and thus the slab-on-grade version of the model was used. Exposure factors used in the Johnson & Ettinger model generally consisted of standard model defaults (e.g., soil-building pressure differential; enclosed space height, width, and length).

7.1.4 Toxicity Assessment

The toxicity assessment identifies the potential effects that are generally associated with exposure to a given chemical. EPA typically evaluates two types of toxic effects: carcinogenic effects and non-carcinogenic effects. To quantify carcinogenic effects, the EPA has derived slope factors (SFs) for those chemicals found to cause a dose-related, statistically significant increase in tumor incidence in an exposed population relative to the incidence of tumors observed in an unexposed population. These dose-related incidence rates are usually determined in a laboratory study. SFs are typically developed based on oral toxicity studies and are reported as

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risk per dose in units of inverse milligrams per kilogram body weight per day $[(\text{mg/kg-day})^{-1}]$. The SFs are used to quantify the potential risk of cancer associated with a given exposure. Oral/dermal SFs and inhalation SFs used are presented in **Tables 2 and 3**, respectively.

To quantify non-carcinogenic effects, EPA has derived reference doses (RfDs) that represent a threshold of toxicity. RfDs are expressed in units of mg/kg-day and represent "an estimate (with uncertainty spanning perhaps an order of magnitude) of a daily exposure to the human population (including sensitive subgroups) that is likely to be without an appreciable risk of deleterious effects during a lifetime" (EPA, 1989). As requested by EPA, subchronic RfDs were used to evaluate exposures less than 6 years in duration. Oral/dermal RfDs and inhalation RfDs used are presented in **Tables 4 and 5**, respectively.

7.1.5 Risk Characterization

The risk characterization integrates the results of the data evaluation, toxicity assessment, and exposure assessment to evaluate potential risks associated with exposure to site-related constituents in soil, groundwater, and sediment. Consistent with EPA (1989) guidance, the potential for carcinogenic risks and non-carcinogenic health hazards are evaluated separately.

The hazard index (HI) is used to characterize potential non-carcinogenic health hazards associated with exposure to multiple chemicals. This approach assumes that sub-threshold chronic exposures to multiple chemicals are additive. A hazard quotient (HQ) value greater than 1 indicates that a calculated exposure is greater than the RfD for a given constituent and that there may be some potential for health concerns. Similarly, a HI greater than 1 indicates that overall exposure to all COCs may present a concern.

Non-carcinogenic hazards for potential exposure of trespassers, industrial workers, and construction workers to site-related constituents in on-site soils under both RME and CTE are all less than one. Non-carcinogenic hazards for potential exposure of off-Site residents to sediments in the small stream were not quantified because benzo(a)pyrene was the only COPC, and this constituent lacks an oral reference dose.

While the City of Augusta requires that water users obtain water from the public water supply system, three residences that use groundwater to some extent have been identified in the groundwater use survey area. Therefore, potential non-cancer hazards for residential exposure to Site groundwater were quantified as part of the HHRA. RME HIs for potential exposure of off-Site residents to groundwater are 20 for adults and 46

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TABLE 2
CANCER TOXICITY DATA - ORAL/DERMAL

Chemical Name (CAS#)	Oral Cancer Toxicity Data		Oral Adipogenic Exposure for Toxicity (1)	Additional Cancer Stage Factor for Dermal		Cancer Type	Species	Study of Cancer Development	Cancer	
	Value	Units		Value	Units				Source(s)	Database (Year/Ref)
Arsenic	1.5E-02	(mg/kg-day)*	0.95	1.5E-02	(mg/kg-day)*	Lung, skin, kidney, bladder, liver	Human	A	IRIS	10/10/07
Benzene (residential exposures)	5.5E-02	(mg/kg-day)*	>0.50	5.5E-02	(mg/kg-day)*	Leukemia	Human	A	IRIS	10/10/07
Benzene (industrial exposures)	3.5E-02	(mg/kg-day)*	>0.50	4.4E-02	(mg/kg-day)*	Leukemia	Human	A	IRIS	10/10/07
Hydrene	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1,2-Dichloroethane	8.5E-02	(mg/kg-day)*	>0.50	8.5E-02	(mg/kg-day)*	Hemangiosarcomas	Rats	B2	IRIS	6/7/2008
1,2-Dichloropropane	8.5E-02	(mg/kg-day)*	>0.50	8.5E-02	(mg/kg-day)*	Liver	Mice	N	HEAST	10/10/07
Cis-1,2-dichloroethylene	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Carbon tetrachloride	1.20E-01	(mg/kg-day)*	>0.50	1.20E-01	(mg/kg-day)*	Hepatocellular carcinomas, hepatomas	Hamster, mice, rats	B2	IRIS	6/7/2008
Tetrachloroethene	5.40E-01	(mg/kg-day)*	>0.50	5.40E-01	(mg/kg-day)*	M	M	M	CalEPA	10/10/07
Trichloroethene	4.00E-01	(mg/kg-day)*	>0.50	4.00E-01	(mg/kg-day)*	M	M	M	NCEA	10/10/07
Vinyl chloride	1.50E-02	(mg/kg-day)*	>0.50	1.50E-02	(mg/kg-day)*	Liver angiosarcoma, hepatocellular carcinoma, and neoplastic nodules	Rats	A	IRIS	10/10/07
Benzo(a)anthracene	7.30E-01	(mg/kg-day)*	0.99	7.30E-01	(mg/kg-day)*	Forestomach, squamous cell papillomas and carcinomas; forestomach, large and esophagus, papillomas and carcinomas	Mice, rats	B	IRIS	10/10/07
Benzo(a)pyrene	7.30E-02	(mg/kg-day)*	0.99	7.30E-02	(mg/kg-day)*	Forestomach, squamous cell papillomas and carcinomas; forestomach, large and esophagus, papillomas and carcinomas	Mice, rats	B	IRIS	10/10/07
Benzo(b)fluoranthene	7.30E-01	(mg/kg-day)*	0.99	7.30E-01	(mg/kg-day)*	Forestomach, squamous cell papillomas and carcinomas; forestomach, large and esophagus, papillomas and carcinomas	Mice, rats	B	IRIS	10/10/07
DBenz(a,h)anthracene	7.30E-02	(mg/kg-day)*	0.99	7.30E-02	(mg/kg-day)*	Forestomach, squamous cell papillomas and carcinomas; forestomach, large and esophagus, papillomas and carcinomas	Mice, rats	B	IRIS	10/10/07
Indeno(1,2,3-cd)pyrene	7.30E-01	(mg/kg-day)*	0.99	7.30E-01	(mg/kg-day)*	Forestomach, squamous cell papillomas and carcinomas; forestomach, large and esophagus, papillomas and carcinomas	Mice, rats	B	IRIS	10/10/07
Chloroform	1.00E-02	(mg/kg-day)*	>0.50	1.00E-02	(mg/kg-day)*	Hepatocellular carcinomas	Mice	B	IRIS	10/10/07
Bis(2-ethylhexyl)phthalate	1.40E-02	(mg/kg-day)*	>0.50	1.40E-02	(mg/kg-day)*	Hepatocellular carcinoma and adenoma	Mice	B	IRIS	10/10/07
Naphthalene	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1,1-Dichloroethene	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1,1,2-Trichloroethene	5.70E-02	(mg/kg-day)*	>0.50	5.70E-02	(mg/kg-day)*	Hepatocellular carcinomas	Mice	C	IRIS	10/10/07
1,1-Dichloroethene	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Caprolactam	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2,6-Dinitrotoluene	6.80E-01	(mg/kg-day)*	>0.50	6.80E-01	(mg/kg-day)*	Liver, hepatocellular carcinomas; neoplastic nodules; mammary gland adenomas, fibroadenomas, fibromas, adenocarcinomas/ carcinomas	Rats	B	IRIS	10/10/07
Acetone	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Iron	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Thallium	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Vanadium	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Ethylbenzene	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Notes:

NA = No Information

Definitions:

IRIS = Integrated Risk Information System

CalEPA = California EPA

HEAST = Health Effects Assessment Summary Tables

NCEA = National Center for Environmental Assessment

A = Human Carcinogen - sufficient evidence in humans

B = Probable Human Carcinogen

C = Possible Human Carcinogen

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TABLE 3
CANCER TOXICITY DATA - INHALATION

Chemical or Potential Chemical	Unit Risk		Inhalation Cancer Slope Factors		Cancer Type	Species	Weight of Evidence Cancer Evaluation Description	Last Risk Assessment CA	
	Value	Units	Value	Units				Category	Update (mm/dd/yyyy)
Arsenic	4.3E-03	($\mu\text{g}/\text{m}^3$) ⁻¹	1.5E-01	($\text{mg}/\text{kg}\cdot\text{day}$) ⁻¹	lung	Human	A	IRIS	10/10/07
Iron	NA	NA	NA	NA	NA	NA	NA	NA	NA
Thallium	NA	NA	NA	NA	NA	NA	NA	NA	NA
Vanadium	NA	NA	NA	NA	NA	NA	NA	NA	NA

Definitions:

IRIS = Integrated Risk Information System

A = Human Carcinogen - sufficient evidence in humans.

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TABLE 4
NON-CANCER TOXICITY-ORAL/DERMAL

Chemical or Potential Exposure	Exposure Subcategory	Oral (mg/kg/day)		Oral Absorption Efficiency for Dermal (F)	Assumed FPD for Dermal		Critical Effect	Uncertainty Factor	Modifying Factor	Confidence Level	RIS	
		Value	Unit		Value	Unit					Priority	Decision Date (YYYY/MM/DD)
Arsenic	Chronic	3.0E-04	mg/kg/day	0.95	3.0E-04	mg/kg/day	Hypersplenism, liver toxicity, vascular complications	3	1	Medium	FIS	10/10/2007
Arsenic	Subchronic	3.0E-04	mg/kg/day	0.95	3.0E-04	mg/kg/day	Hypersplenism, liver toxicity, vascular complications	3	1	Medium	HEAST	7/1/97
Benzene	Chronic	4.0E-03	mg/kg/day	>0.50	4.0E-03	mg/kg/day	Decreased lymphocyte count	300	1	Medium	FIS	10/10/2007
Nitrobenzene	Chronic	2.0E-01	mg/kg/day	>0.50	2.0E-01	mg/kg/day	Decreased body weight, increased mortality	1000	1	Medium	FIS	10/10/2007
1,2-Dichloroethane	Chronic/Subchronic	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1,2-Dichloropropane	Chronic	1.0E-03	mg/kg/day	>0.50	1.0E-03	mg/kg/day	Hypertrophy of the nasal mucosa	300	1	Medium	FIS	10/10/2007
Cis-1,2-dichloroethylene	Chronic	1.0E-02	mg/kg/day	>0.50	1.0E-02	mg/kg/day	NI	NI	NI	NI	PPRTV	10/10/2007
Trans-1,2-dichloroethylene	Subchronic	1.0E-01	mg/kg/day	>0.50	1.0E-01	mg/kg/day	Decreased hematocrit and hemoglobin in blood	300	1	NI	HEAST	7/1/97
Carbon tetrachloride	Chronic/Subchronic	7.0E-04	mg/kg/day	>0.50	7.0E-04	mg/kg/day	Liver lesions	1000	1	Medium/High	FIS	6/7/2008
Tetrachloroethene	Chronic	1.0E-02	mg/kg/day	>0.50	1.0E-02	mg/kg/day	Hepatotoxicity	1000	1	Medium	FIS	10/10/2007
Tetrachloroethene	Subchronic	1.0E-01	mg/kg/day	>0.50	1.0E-01	mg/kg/day	Hepatotoxicity	300	1	NI	HEAST	7/1/97
Trichloroethene	Chronic/Subchronic	3.0E-04	mg/kg/day	>0.50	3.0E-04	mg/kg/day	NI	NI	NI	NI	NCEA	10/10/2007
Vinyl chloride	Chronic/Subchronic	3.0E-03	mg/kg/day	>0.50	3.0E-03	mg/kg/day	Liver cell dysplasia	30	1	Medium	FIS	10/10/2007
Benz(a)anthracene	Chronic/Subchronic	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benz(a)pyrene	Chronic/Subchronic	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Benz(b)fluoranthene	Chronic/Subchronic	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Dibenz(a,h)anthracene	Chronic/Subchronic	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Indeno(1,2,3-cd)pyrene	Chronic/Subchronic	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Chloroform	Chronic	1.0E-02	mg/kg/day	>0.50	1.0E-02	mg/kg/day	Cyst formation in liver	300	1	Medium	FIS	10/10/2007
Naphthalene	Chronic	2.0E-02	mg/kg/day	0.85	2.0E-02	mg/kg/day	Decreased body weight	3000	1	Low	FIS	10/10/2007
Ethylbenzene	Chronic	1.0E-01	mg/kg/day	>0.50	1.0E-01	mg/kg/day	Liver and kidney toxicity	1000	1	Low	FIS	10/10/2007
Bis(2-ethylhexyl)phthalate	Chronic	2.0E-02	mg/kg/day	>0.50	2.0E-02	mg/kg/day	Increased relative liver weight	1000	1	Medium	FIS	10/10/2007
1,1,1-Trichloroethane	Chronic	2.0E-00	mg/kg/day	>0.50	2.0E-00	mg/kg/day	Reduced body weight	1000	1	Low/Medium	FIS	10/10/2007
1,1,2-Trichloroethane	Chronic	4.0E-03	mg/kg/day	>0.50	4.0E-03	mg/kg/day	Chloral serum chemistry	3000	1	Medium	FIS	10/10/2007
1,1-Dichloroethene	Chronic	5.0E-02	mg/kg/day	>0.50	5.0E-02	mg/kg/day	Liver toxicity	300	1	Medium	FIS	10/10/2007
Caprolactam	Chronic	5.0E-01	mg/kg/day	>0.50	5.0E-01	mg/kg/day	Reduced offspring body weight	100	1	High	FIS	10/10/2007
Iron	Chronic	2.0E-01	mg/kg/day	>0.50	2.0E-01	mg/kg/day	NI	NI	NI	NI	NCEA	10/10/2007
Thallium (sulfate)	Chronic/Subchronic	8.0E-03	mg/kg/day	1	8.0E-03	mg/kg/day	NI	3000	1	Low	FIS	6/7/2008
Vanadium (pentoxide)	Chronic/Subchronic	8.0E-03	mg/kg/day	0.026	2.3E-04	mg/kg/day	Decreased hair cystine	300	1	Low	FIS	6/7/2008
2,8-Dinitrotoluene	Chronic	1.0E-03	mg/kg/day	>0.50	1.0E-03	mg/kg/day	NI	NI	NI	NI	HEAST	10/10/2007
Acetone	Chronic	8.0E-01	mg/kg/day	>0.50	8.0E-01	mg/kg/day	Nephropathy	1000	1	Medium	FIS	10/10/2007

Notes:

(4) The same toxicity value was used for both chronic and subchronic exposures when a subchronic toxicity value was not available.

NA = Not Available

NI = No Information

Definitions:

FIS = Integrated Risk Information System

HEAST = Health Effects Assessment Summary Tables

NCEA = National Center for Environmental Assessment

PPRTV = Provisional Peer-Reviewed Toxicity Value

TABLE 5
NON-CANCER TOXICITY DATA - INHALATION

Chemical of Potential Concern	Chronic/Subchronic ^a	Inhalation RfC		Extrapolated RfD		Critical Effect	Uncertainty Factor	Modifying Factor	Confidence Level	RfC/RfD	
		Value	Units	Value	Units					Source(s)	Date(s) (MM/DD/YYYY)
Arsenic	Chronic	3.0E-05	mg/m ³	8.6E-06	mg/kg/day	development, cardiovascular system, CNS	NI	NI	NI	CalEPA	10/8/2007
Arsenic	Subchronic	1.9E-04	mg/m ³	5.4E-05	mg/kg/day	reproduction, development	NI	NI	NI	CalEPA	10/8/2007
Iron	Chronic	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Thallium (sulfate)	Chronic/Subchronic	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Vanadium (pentoxide)	Chronic/Subchronic	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Notes:

(a) The same toxicity value was used for both chronic and subchronic exposures when a subchronic toxicity value was not available.

CNS = Central nervous system

NA = Not Available

NI = No Information

Definitions:

CalEPA = California EPA

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for young children. CTE HIs for potential ingestion of groundwater by off-Site residents are 14 for adults and 40 for young children.

Lead exposures are not likely to be significant as only 3 of the 23 soil samples (GP-8, 3-4 ft; GP-37, 0-1 ft; and GP-38, 0-1 ft) had lead concentrations above the USEPA (2004a) Region 9 industrial PRG of 80 mg/kg. Therefore, lead was not quantitatively evaluated as part of the HHRA.

The exposure parameters in the Johnson & Ettinger model are intended to reflect residential exposures. Therefore, the same exposure parameters were used for the RME and CTE scenarios. Based on the results of the vapor intrusion evaluation using the Johnson & Ettinger model, non-carcinogenic hazards for potential exposure of off-Site residents to VOCs in groundwater via the indoor air pathway are less than 1 (cumulative HI = 0.05). Specifically, 1,1-DCE has a HQ of 0.002, cis-1,2-DCE has a HQ of 0.005, PCE has a HQ of 0.0007, and TCE has a HQ of 0.05.

Carcinogenic risk is expressed as a probability of developing cancer over the course of a lifetime as a result of a given level of exposure. USEPA uses a range of cancer risks of 1×10^{-4} to 1×10^{-6} as a "target range within which the Agency strives to manage risks as part of a Superfund cleanup" (USEPA, 1991). The NCP states that "for known or suspected carcinogens, acceptable exposure levels are generally concentration levels that represent an excess upper bound lifetime cancer risk to an individual of between 1×10^{-4} to 1×10^{-6} ". 40 C.F.R. § 300.430(e)(2)(i)(A)(2).

Carcinogenic risks for potential exposure of trespassers, industrial workers, and construction workers to Site-related constituents in on-Site soils using a RME scenario are less than or within EPA's (1991) target risk range. RME carcinogenic risks associated with soil exposure are 2×10^{-6} , 3×10^{-5} , and 2×10^{-7} for the trespasser, industrial worker, and construction worker, respectively. CTE carcinogenic risks for the trespasser, industrial worker, and construction worker are 7×10^{-7} , 6×10^{-6} , and 7×10^{-8} respectively. Carcinogenic risks for potential exposure of off-Site residents to sediment in the small stream are less than EPA's target risk range (RME risks = 1×10^{-7} for adults and 4×10^{-8} for older children; CTE risks = 2×10^{-8} for adults and 2×10^{-8} for older children). **Tables 6 through 13** present summaries of receptor risks and HIs.

As stated previously, while the City of Augusta requires that water users obtain water from the public water supply system, three residences that use groundwater to some extent from private wells have been identified in the groundwater use survey area. Therefore, potential cancer risks were quantified for residential receptors. Total risks for potential exposure of off-Site residents to potable groundwater via ingestion is 2×10^{-3} (adult + child) under a RME scenario and 6×10^{-4} (adult + child) under a CTE scenario. PCE and TCE are the principal risk drivers in groundwater.

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TABLE 6
SUMMARY OF RECEPTOR RISKS AND HAZARDS
SURFACE SOIL - TRESPASSER
CENTRAL TENDENCY EXPOSURE

Scenario Timeframe: Current/Future
Receptor Population: Trespasser
Receptor Age: Adolescent

Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient				
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total
Surface Soil	Surface Soil	On-Site Surface Soil	Tetrachloroethene	8.6E-08	—	NA	—	8.6E-08	Liver	8.5E-05	—	NA	8.5E-05
			Trichloroethene	1.1E-07	—	NA	—	1.1E-07	NI	6.7E-03	—	NA	6.7E-03
			Benzo(a)anthracene	1.1E-08	—	7.4E-09	—	1.8E-08	NA	NA	—	NA	NA
			Benzo(a)pyrene	1.4E-07	—	9.7E-08	—	2.4E-07	NA	NA	—	NA	NA
			Benzo(b)fluoranthene	1.4E-08	—	9.7E-09	—	2.4E-08	NA	NA	—	NA	NA
			Dibenz(a,h)anthracene	2.4E-08	—	1.6E-08	—	4.0E-08	NA	NA	—	NA	NA
			Indeno(1,2,3-cd)pyrene	9.1E-09	—	6.3E-09	—	1.5E-08	NA	NA	—	NA	NA
			Arsenic	1.4E-07	1.5E-10	2.2E-08	—	1.6E-07	skin, development, reproduction, CNS	2.1E-03	7.4E-06	3.3E-04	2.5E-03
			Chemical Total	5.5E-07	1.5E-10	2.2E-07	—	7.5E-07		8.5E-03	7.4E-06	3.4E-04	9.2E-03
		Exposure Point Total					7.5E-07					9.2E-03	
Exposure Medium Total							7.5E-07				9.2E-03		
Soil Total							7.5E-07				9.2E-03		
Receptor Total							7.5E-07				9.2E-03		

Notes:

NI = No information

CNS = Central nervous system

NA = Not available

Total Liver HI Across All Media =	8.5E-05
Total Skin HI Across All Media =	2.5E-03
Total Development HI Across All Media =	2.5E-03
Total Reproduction HI Across All Media =	2.5E-03
Total CNS HI Across All Media =	2.5E-03

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TABLE 6 (CONTINUED)
SUMMARY OF RECEPTOR RISKS AND HAZARDS
SURFACE SOIL - TRESPASSER
REASONABLE MAXIMUM EXPOSURE

Scenario Timeframe:	Current/Future
Receptor Population:	Trespasser
Receptor Age:	Adolescent

Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient				
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total
Surface Soil	Surface Soil	On-Site Surface Soil	Tetrachloroethene	2.6E-07	—	NA	—	2.6E-07	Liver	3.4E-04	—	NA	3.4E-04
			Trichloroethene	4.6E-07	—	NA	—	4.6E-07	HI	2.7E-02	—	NA	2.7E-02
			Benzo(a)anthracene	4.3E-08	—	1.5E-08	—	5.8E-08	HA	NA	—	NA	NA
			Benzo(a)pyrene	5.6E-07	—	1.9E-07	—	7.6E-07	NA	NA	—	NA	NA
			Benzo(b)fluoranthene	5.6E-08	—	1.9E-08	—	7.6E-08	NA	NA	—	NA	NA
			Dibenz(a,h)anthracene	9.4E-08	—	3.2E-08	—	1.3E-07	NA	NA	—	NA	NA
			Indeno(1,2,3-cd)pyrene	3.6E-08	—	1.2E-08	—	4.9E-08	NA	NA	—	NA	NA
			Arsenic	5.4E-07	3.E-10	4.3E-08	—	5.9E-07	skin, development, reproduction, CNS	8.4E-03	1.5E-05	6.7E-04	9.1E-03
			Chemical Total	2.E-06	3.E-10	3.E-07	—	2.E-06		3.5E-02	1.5E-05	6.7E-04	3.6E-02
		Exposure Point Total					2.E-06					3.6E-02	
	Exposure Medium Total							2.E-06				3.6E-02	
Soil Total								2.E-06				3.6E-02	
Receptor Total				Receptor Risk Total				2.E-06	Receptor HI Total				3.6E-02

Notes:

NI = No information

CNS = Central nervous system

NA = Not available

Total Liver HI Across All Media =	3.4E-04
Total Skin HI Across All Media =	9.1E-03
Total Development HI Across All Media =	9.1E-03
Total Reproduction HI Across All Media =	9.1E-03
Total CNS HI Across All Media =	9.1E-03

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TABLE 7
SUMMARY OF RECEPTOR RISKS AND HAZARDS
SURFACE AND SHALLOW SUBSURFACE SOIL
INDUSTRIAL WORKER
REASONABLE MAXIMUM EXPOSURE

Scenario Timeframe: Current/Future
Receptor Population: Industrial Worker
Receptor Age: Adult

Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient				
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total
Surface and Shallow Subsurface Soil	Surface and Shallow Subsurface Soil	On-Site	Tetrachloroethene	1.8E-06	--	NA	--	1.8E-06	Liver	9.4E-04	--	NA	9.4E-04
		Surface and Shallow Subsurface Soil	Trichloroethene	3.1E-06	--	NA	--	3.1E-06	NI	7.3E-02	--	NA	7.3E-02
			Cis-1,2-Dichloroethylene	NA	--	NA	--	NA	NI	3.1E-03	--	3.1E-03	6.2E-03
			Benzo(a)anthracene	3.6E-07	--	4.6E-07	--	8.2E-07	NA	NA	--	NA	NA
			Benzo(a)pyrene	4.6E-06	--	5.9E-06	--	1.1E-05	NA	NA	--	NA	NA
			Benzo(b)fluoranthene	4.6E-07	--	5.9E-07	--	1.1E-06	NA	NA	--	NA	NA
			Dibenz(a,h)anthracene	8.2E-07	--	1.1E-06	--	1.9E-06	NA	NA	--	NA	NA
			Indeno(1,2,3-cd)pyrene	3.3E-07	--	4.3E-07	--	7.6E-07	NA	NA	--	NA	NA
			Arsenic	4.2E-08	2.6E-09	1.2E-06	--	5.4E-08	skin, development, reproduction, CNS	2.6E-02	4.6E-05	7.7E-03	3.4E-02
		Chemical Total	2.2E-05	2.6E-09	1.2E-05	--	3.6E-05		1.0E-01	4.6E-05	1.1E-02	1.1E-01	
		Exposure Point Total					3.6E-05					1.1E-01	
		Exposure Medium Total					3.6E-05					1.1E-01	
Soil Total					3.6E-05					1.1E-01			
Receptor Total				Receptor Risk Total	3.6E-05				Receptor HI Total	1.1E-01			

Notes:

NI = No information

CNS = Central nervous system

NA = Not available

Total Liver HI Across All Media =	9.4E-04
Total Skin HI Across All Media =	3.4E-02
Total Development HI Across All Media =	3.4E-02
Total Reproduction HI Across All Media =	3.4E-02
Total CNS HI Across All Media =	3.4E-02

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TABLE 7 (CONTINUED)
SUMMARY OF RECEPTOR RISKS AND HAZARDS
SURFACE AND SHALLOW SUBSURFACE SOIL
INDUSTRIAL WORKER
CENTRAL TENDENCY EXPOSURE

Scenario Timeframe: Current/Future
Receptor Population: Industrial Worker
Receptor Age: Adult

Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient				
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total
Surface and Shallow Subsurface Soil	Surface and Shallow Subsurface Soil	On-Site Surface and Shallow Subsurface Soil	Tetrachloroethene	3.3E-07	—	NA	—	3.3E-07	Liver	4.7E-04	—	NA	4.7E-04
			Trichloroethene	5.6E-07	—	NA	—	5.6E-07	NI	3.6E-02	—	NA	3.6E-02
			Cis-1,2-Dichloroethylene	NA	—	NA	—	NA	NI	1.8E-03	—	3.1E-03	4.7E-03
			Benzo(a)anthracene	6.4E-08	—	1.7E-07	—	2.3E-07	NA	NA	—	NA	NA
			Benzo(a)pyrene	8.3E-07	—	2.1E-06	—	3.0E-06	NA	NA	—	NA	NA
			Benzo(b)fluoranthene	8.3E-06	—	2.1E-07	—	3.0E-07	NA	NA	—	NA	NA
			Dibenz(a,h)anthracene	1.5E-07	—	3.8E-07	—	5.3E-07	NA	NA	—	NA	NA
			Indeno(1,2,3-cd)pyrene	6.0E-08	—	1.5E-07	—	2.1E-07	NA	NA	—	NA	NA
			Arsenic	7.5E-07	8.8E-10	4.5E-07	—	1.2E-06	skin, development, reproduction, CNS	1.3E-02	4.6E-05	7.7E-03	2.1E-02
			Chemical Total	3.8E-06	8.8E-10	3.8E-06	—	6.8E-06		5.1E-02	4.6E-05	1.1E-02	6.2E-02
		Exposure Point Total					8.8E-06					6.2E-02	
		Exposure Medium Total					8.8E-06					6.2E-02	
Soil Total					6.8E-06					6.2E-02			
Receptor Total					6.8E-06					6.2E-02			
				Receptor Risk Total						Receptor HI Total			

Notes:

NI = No information
CNS = Central nervous system
NA = Not available

Total Liver HI Across All Media =	4.7E-04
Total Skin HI Across All Media =	2.1E-02
Total Development HI Across All Media =	2.1E-02
Total Reproduction HI Across All Media =	2.1E-02
Total CNS HI Across All Media =	2.1E-02

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TABLE 8
SUMMARY OF RECEPTOR RISKS AND HAZARDS
SURFACE AND SUBSURFACE SOIL - CONSTRUCTION WORKER
REASONABLE MAXIMUM EXPOSURE

Scenario Timeframe: Future Receptor Population: Construction Worker Receptor Age: Adult			SURFACE AND SUBSURFACE SOIL - CONSTRUCTION WORKER REASONABLE MAXIMUM EXPOSURE										
Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient				
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total
Surface and Subsurface Soil	Surface and Subsurface Soil	On-Site	Tetrachloroethene	5.4E-08	--	NA	--	5.4E-08	Liver	7.0E-04	--	NA	7.0E-04
		Surface and Subsurface Soil	Trichloroethene	1.2E-08	--	NA	--	1.2E-08	HI	7.6E-03	--	NA	7.6E-03
			Cis-1,2-Dichloroethylene	NA	--	NA	--	NA	blood	5.8E-05	--	1.7E-05	7.6E-05
			Vinyl chloride	3.7E-10	--	NA	--	3.7E-10	Liver	5.7E-06	--	NA	5.7E-06
			Benzo(a)anthracene	1.9E-09	--	7.2E-10	--	2.6E-09	NA	NA	--	NA	NA
			Benzo(a)pyrene	2.2E-08	--	8.8E-09	--	3.1E-08	NA	NA	--	NA	NA
			Benzo(b)fluoranthene	2.3E-09	--	1.1E-09	--	3.4E-09	NA	NA	--	NA	NA
			Dibenzo(a,h)anthracene	8.9E-09	--	3.5E-09	--	1.2E-08	NA	NA	--	NA	NA
			Indeno(1,2,3-cd)pyrene	1.8E-09	--	7.1E-10	--	2.5E-09	NA	NA	--	NA	NA
			Arsenic	5.8E-08	1.1E-11	5.2E-09	--	6.3E-08	skin, development, reproduction, CNS	9.0E-03	8.8E-07	5.1E-04	9.9E-03
			Iron	NA	NA	NA	--	NA	NI	1.4E-02	NA	NA	1.4E-02
			Thallium	NA	NA	NA	--	NA	NI	4.4E-02	NA	NA	4.4E-02
			Vanadium	NA	NA	NA	--	NA	hair cystine	1.9E-03	NA	NA	1.9E-03
			Chemical Total	2.6E-07	1.1E-11	2.8E-08	--	2.6E-07		1.7E-02	8.8E-07	5.3E-04	7.7E-02
			Exposure Point Total					2.6E-07					7.7E-02
Exposure Medium Total					2.6E-07					7.7E-02			
Soil Total					2.6E-07					7.7E-02			
Receptor Total					2.6E-07					7.7E-02			

Notes:

NI = No information

CNS = Central nervous system

NA = Not available

Total Liver HI Across All Media =

Total Skin HI Across All Media =

Total Development HI Across All Media =

Total Reproduction HI Across All Media =

Total CNS HI Across All Media =

Total Hair Cystine HI Across All Media =

Total Blood HI Across All Media =

7.1E-04

9.9E-03

9.9E-02

9.9E-03

9.9E-03

1.9E-03

7.6E-05

Notes:

NI = No information

CNS = Central nervous system

NA = Not available

Total Liver HI Across All Media	7.1E-04
Total Skin HI Across All Media	9.9E-03
Total Development HI Across All Media	9.9E-03
Total Reproduction HI Across All Media	9.9E-03
Total CNS HI Across All Media	9.9E-03
Total Hair Cystine HI Across All Media	1.9E-03
Total Blood HI Across All Media	7.6E-05

ALTERNATE ENERGY RESOURCES

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TABLE 8 (CONTINUED)
SUMMARY OF RECEPTOR RISKS AND HAZARDS
SURFACE AND SUBSURFACE SOIL-CONSTRUCTION WORKER
CENTRAL TENDANCY EXPOSURE

Scenario Timeframe: Future
Receptor Population: Construction Worker
Receptor Age: Adult

Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient				
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total
Surface and Subsurface Soil	Surface and Subsurface Soil	On-Site Surface and Subsurface Soil	Tetrachloroethene	1.6E-08	--	NA	--	1.6E-08	liver	2.1E-04	--	NA	2.1E-04
			Trichloroethene	4.0E-09	--	NA	--	4.0E-09	NI	2.3E-03	--	NA	2.3E-03
			Cis-1,2-Dichloroethylene	NA	--	NA	--	NA	blood	1.8E-05	--	1.74E-05	3.5E-05
			Vinyl chloride	1.1E-10	--	NA	--	1.1E-10	liver	1.7E-06	--	NA	1.7E-06
			Benzo(a)anthracene	5.6E-10	--	7.2E-10	--	1.2E-09	NA	NA	--	NA	NA
			Benzo(a)pyrene	6.8E-09	--	8.5E-09	--	1.5E-08	NA	NA	--	NA	NA
			Benzo(b)fluoranthene	6.9E-10	--	8.8E-10	--	1.6E-09	NA	NA	--	NA	NA
			DBenzo(a,h)anthracene	2.7E-09	--	3.5E-09	--	6.2E-09	NA	NA	--	NA	NA
			Indeno(1,2,3-cd)pyrene	5.5E-10	--	7.1E-10	--	1.3E-09	NA	NA	--	NA	NA
			Arsenic	1.8E-08	1.8E-11	5.2E-09	--	2.2E-08	skin, development, reproduction, CNS	2.7E-03	8.8E-07	8.14E-04	3.6E-03
			Iron	NA	NA	NA	--	NA	NI	4.1E-03	NA	NA	4.1E-03
			Thallium	NA	NA	NA	--	NA	NI	1.3E-02	NA	NA	1.3E-02
			Vanadium	NA	NA	NA	--	NA	hair cystine	5.7E-04	NA	NA	5.7E-04
			Chemical Total	5.8E-08	1.8E-11	2.6E-08	--	7.8E-08		5.3E-03	8.9E-07	8.3E-04	2.4E-02
		Exposure Point Total			7.8E-08					2.4E-02			
	Exposure Medium Total			7.8E-08					2.4E-02				
Soil Total			7.8E-08					2.4E-02					
Receptor Total			Receptor Risk Total 7.8E-08					Receptor HI Total 2.4E-02					

Notes:

NI = No information

CNS = Central nervous system

NA = Not available

Total Liver HI Across All Media =	2.1E-04
Total Skin HI Across All Media =	3.6E-03
Total Development HI Across All Media =	3.6E-03
Total Reproduction HI Across All Media =	3.6E-03
Total CNS HI Across All Media =	3.6E-03
Total Hair Cysteine HI Across All Media =	5.7E-04
Total Blood HI Across All Media =	3.5E-05

ALTERNATE ENERGY RESOURCES

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TABLE 9
SUMMARY OF RECEPTOR RISKS AND HAZARDS
GROUNDWATER - FUTURE ADULT/CHILD RESIDENT
REASONABLE MAXIMUM EXPOSURE

Scenario: Tundra Future
Receptor Population: Resident
Receptor Age: Adult + Child

Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient				
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total
Groundwater	Groundwater	Groundwater	Chloroform	3.6E-07	--	--	--	3.6E-07	--	--	--	--	--
			Trichloroethene	1.2E-03	--	--	--	1.2E-03	--	--	--	--	--
			Benzene	2.2E-06	--	--	--	2.2E-06	--	--	--	--	--
			Tetrachloroethene	4.0E-04	--	--	--	4.0E-04	--	--	--	--	--
			Cis-1,2-Dichloroethylene	NA	--	--	--	NA	--	--	--	--	--
			Xylene	NA	--	--	--	NA	--	--	--	--	--
			Naphthalene	NA	--	--	--	NA	--	--	--	--	--
			Ethylbenzene	NA	--	--	--	NA	--	--	--	--	--
			Bis(2-ethylhexyl)phthalate	1.2E-06	--	--	--	1.2E-06	--	--	--	--	--
			1,1,1-Trichloroethane	NA	--	--	--	NA	--	--	--	--	--
			1,1,2-Trichloroethane	2.2E-06	--	--	--	2.2E-06	--	--	--	--	--
			1,1-Dichloroethene	NA	--	--	--	NA	--	--	--	--	--
			1,2-Dichloropropane	NA	--	--	--	NA	--	--	--	--	--
			1,2-Dichloroethane	3.4E-06	--	--	--	3.4E-06	--	--	--	--	--
			Carbon tetrachloride	4.9E-06	--	--	--	4.9E-06	--	--	--	--	--
			Caprolactum	NA	--	--	--	NA	--	--	--	--	--
			Vinyl chloride	5.9E-05	--	--	--	5.9E-05	--	--	--	--	--
			Iron	NA	--	--	--	NA	--	--	--	--	--
			2,6-Dinitrotoluene	5.7E-05	--	--	--	5.7E-05	--	--	--	--	--
			Acetone	NA	--	--	--	NA	--	--	--	--	--
Chemical Total				2.5E-03	--	--	--	2.5E-03	--	--	--	--	
Exposure Point Total				2.5E-03									
Exposure Medium Total				2.5E-03									
Groundwater Total				2.5E-03									
Receptor Total				Receptor Risk Total					Receptor HI Total				
				2.5E-03									

ALTERNATE ENERGY RESOURCES

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TABLE 9 (CONTINUED)
SUMMARY OF RECEPTOR RISKS AND HAZARDS
GROUNDWATER - FUTURE ADULT/CHILD RESIDENT
CENTRAL TENDENCY EXPOSURE

Scenario Timeframe: Future
Receptor Population: Resident
Receptor Age: Adult + Child

Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient				
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total
Groundwater	Groundwater	Groundwater	Chloroform	1.3E-07	--	--	--	1.3E-07	--	--	--	--	--
			Trichloroethene	4.4E-04	--	--	--	4.4E-04	--	--	--	--	--
			Benzene	5.1E-07	--	--	--	5.1E-07	--	--	--	--	--
			Tetrachloroethene	1.4E-04	--	--	--	1.4E-04	--	--	--	--	--
			Ca-1,2-Dichloroethylene	NA	--	--	--	NA	--	--	--	--	--
			Xylene	NA	--	--	--	NA	--	--	--	--	--
			Naphthalene	NA	--	--	--	NA	--	--	--	--	--
			Ethylbenzene	NA	--	--	--	NA	--	--	--	--	--
			But(2-ethylhexyl)phthalate	4.3E-07	--	--	--	4.3E-07	--	--	--	--	--
			1,1,1-Trichloroethane	NA	--	--	--	NA	--	--	--	--	--
			1,1,2-Trichloroethane	8.1E-07	--	--	--	8.1E-07	--	--	--	--	--
			1,1-Dichloroethene	NA	--	--	--	NA	--	--	--	--	--
			1,2-Dichloropropane	NA	--	--	--	NA	--	--	--	--	--
			1,2-Dichloroethane	1.2E-06	--	--	--	1.2E-06	--	--	--	--	--
			Carbon tetrachloride	1.8E-06	--	--	--	1.8E-06	--	--	--	--	--
			Caprolactum	NA	--	--	--	NA	--	--	--	--	--
			Vinyl chloride	2.1E-05	--	--	--	2.1E-05	--	--	--	--	--
			Iron	NA	--	--	--	NA	--	--	--	--	--
			2,6-Dinitrotoluene	2.1E-05	--	--	--	2.1E-05	--	--	--	--	--
			Acetone	NA	--	--	--	NA	--	--	--	--	--
Chemical Total				6.5E-04	--	--	--	6.5E-04	--	--	--	--	
Exposure Point Total				6.5E-04					--				
Exposure Medium Total				6.5E-04					--				
Groundwater Total				6.5E-04					--				
Receptor Total				Receptor Risk Total 6.5E-04					Receptor HI Total --				

ALTERNATE ENERGY RESOURCES

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TABLE 10
SUMMARY OF RECEPTOR RISKS AND HAZARDS
GROUNDWATER - FUTURE ADULT RESIDENT
REASONABLE MAXIMUM EXPOSURE

Scenario Timeframe: Future Receptor Population: Resident Receptor Age: Adult			COMPARISON OF RECEPTOR EXPOSURE WITH REASONABLE MAXIMUM EXPOSURE										
Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient				
				Ingestion	Inhalation	Dermal	External (Irradiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total
Groundwater	Groundwater	Groundwater	Chloroform	..	..	..	..	..	liver	6.6E-03	..	..	6.6E-03
			Trichloroethene	..	..	..	..	..	NA	1.8E-01	..	..	1.8E-01
			Benzene	..	..	..	..	..	blood	1.8E-02	..	..	1.8E-02
			Tetrachloroethene	..	..	..	..	..	liver	1.2E-01	..	..	1.2E-01
			Cis-1,2-Dichloroethylene	..	..	..	..	..	NA	2.4E-02	..	..	2.4E-02
			Xylene	..	..	..	..	..	body weight, mortality	4.3E-04	..	..	4.3E-04
			Naphthalene	..	..	..	..	..	body weight	7.8E-03	..	..	7.8E-03
			Ethylbenzene	..	..	..	..	..	liver, kidney	1.4E-03	..	..	1.4E-03
			Bis(2-ethylhexyl)phthalate	..	..	..	..	..	liver	7.7E-03	..	..	7.7E-03
			1,1,1-Trichloroethane	..	..	..	..	..	body weight	1.4E-04	..	..	1.4E-04
			1,1,2-Trichloroethane	..	..	..	..	..	blood, liver	1.8E-02	..	..	1.8E-02
			1,1-Dichloroethane	..	..	..	..	..	liver	1.2E-02	..	..	1.2E-02
			1,2-Dichloropropane	..	..	..	..	..	nasal mucosa	6.2E-02	..	..	6.2E-02
			1,2-Dichloroethane	..	..	..	..	..	NA	NA	..	..	NA
			Carbon tetrachloride	..	..	..	..	..	liver	3.8E-02	..	..	3.8E-02
			Caprolactam	..	..	..	..	..	reproduction, body weight	5.5E-03	..	..	5.5E-03
			Vinyl chloride	..	..	..	..	..	liver	2.4E-02	..	..	2.4E-02
			Iron	..	..	..	..	..	NA	7.6E-01	..	..	7.6E-01
			2,6-Dinitrotoluene	..	..	..	..	..	NA	1.5E-01	..	..	1.5E-01
			Acetone	..	..	..	..	..	kidney	9.2E-04	..	..	9.2E-04
			Chemical Total			2.0E-01	..	..	2.0E-01
Exposure Point Total			..					2.0E-01					
Exposure Medium Total			..					2.0E-01					
Groundwater Total			..					2.0E-01					
Receptor Total			Receptor Risk Total					Receptor HI Total					

Total Liver HI Across All Media	3.0E-01
Total Blood HI Across All Media	3.8E-02
Total Reproduction HI Across All Media	5.5E-03
Total Body Weight HI Across All Media	1.4E-02
Total Kidney HI Across All Media	2.3E-03
Total Nasal Mucosa HI Across All Media	6.2E-02
Total Mortality HI Across All Media	4.3E-04

ALTERNATE ENERGY RESOURCES

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TABLE 10 (CONTINUED)
SUMMARY OF RECEPTOR RISKS AND HAZARDS
GROUNDWATER - FUTURE ADULT RESIDENT
CENTRAL TENDENCY EXPOSURE

Scenario Timeframe: Future Receptor Population: Resident Receptor Age: Adult			GROUNDWATER - FUTURE ADULT RESIDENT CENTRAL TENDENCY EXPOSURE										
Medium	Exposure Medium	Exposure Point	Chemical or Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient				
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Org(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total
Groundwater	Groundwater	Groundwater	Chloroform	..	..	..	..	..	liver	4.6E-03	..	..	4.6E-03
			Trichloroethene	..	..	..	..	..	NI	1.3E-01	..	..	1.3E-01
			Benzene	..	..	..	..	..	blood	1.3E-02	..	..	1.3E-02
			Tetrachloroethene	..	..	..	..	..	liver	9.4E-02	..	..	9.4E-02
			Cis-1,2-Dichloroethene	..	..	..	..	..	NI	1.7E-02	..	..	1.7E-02
			Xylene	..	..	..	..	..	body weight, mortality	3.4E-04	..	..	3.4E-04
			Naphthalene	..	..	..	..	..	body weight	5.5E-03	..	..	5.5E-03
			Ethylbenzene	..	..	..	..	..	liver, kidney	1.0E-02	..	..	1.0E-02
			Bis(2-ethylhexyl)phthalate	..	..	..	..	..	liver	5.4E-03	..	..	5.4E-03
			1,1,1-Trichloroethane	..	..	..	..	..	body weight	3.6E-05	..	..	3.6E-05
			1,1,2-Trichloroethane	..	..	..	..	..	blood, liver	1.2E-02	..	..	1.2E-02
			1,1-Dichloroethene	..	..	..	..	..	liver	8.1E-03	..	..	8.1E-03
			1,2-Dichloropropane	..	..	..	..	..	nasal mucosa	4.4E-02	..	..	4.4E-02
			1,2-Dichloroethane	..	..	..	..	..	NA	NA	..	..	NA
			Carbon tetrachloride	..	..	..	..	..	liver	6.8E-02	..	..	6.8E-02
			Caprolactam	..	..	..	..	..	reproduction, body weight	3.8E-03	..	..	3.8E-03
			Vinyl chloride	..	..	..	..	..	liver	1.7E-02	..	..	1.7E-02
			Iron	..	..	..	..	..	NI	5.3E-01	..	..	5.3E-01
			2,5-Dinitrotoluene	..	..	..	..	..	NI	1.9E-01	..	..	1.9E-01
			Acetone	..	..	..	..	..	kidney	5.8E-04	..	..	5.8E-04
			Chemical Total			1.4E-01	..	..	1.4E-01
Exposure Point Total			..					1.4E-01					
Exposure Medium Total			..					1.4E-01					
Groundwater Total			..					1.4E-01					
Receptor Total			Receptor Risk Total					Receptor HQ Total					
			..					1.4E-01					

Total Liver HI Across All Media	2.1E-01
Total Blood HI Across All Media	2.8E-02
Total Reproduction HI Across All Media	3.8E-03
Total Body Weight HI Across All Media	3.7E-03
Total Kidney HI Across All Media	1.6E-03
Total Nasal Mucosa HI Across All Media	4.4E-02
Total Mortality HI Across All Media	3.4E-04

ALTERNATE ENERGY RESOURCES

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TABLE 11
SUMMARY OF RECEPTOR RISKS AND HAZARDS
GROUNDWATER - FUTURE YOUNG CHILD RESIDENT
REASONABLE MAXIMUM EXPOSURE

Scenario Timeframe: Future Receptor Population: Resident Receptor Age: Young Child			GROUNDWATER: FUTURE YOUNG CHILD RESIDENT REASONABLE MAXIMUM EXPOSURE											
Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient					
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total	
Groundwater	Groundwater	Groundwater	Chloroform	--	--	--	--	--	liver	1.5E-02	--	--	1.5E-02	
			Trichloroethene	--	--	--	--	--	HI	4.3E-01	--	--	4.3E-01	
			Benzene	--	--	--	--	--	blood	4.3E-02	--	--	4.3E-02	
			Tetrachloroethene	--	--	--	--	--	liver	3.1E-01	--	--	3.1E-01	
			Cis-1,2-Dichloroethylene	--	--	--	--	--	HI	5.6E-02	--	--	5.6E-02	
			Xylene	--	--	--	--	--	body weight, mortality	1.1E-03	--	--	1.1E-03	
			Naphthalene	--	--	--	--	--	body weight	1.8E-02	--	--	1.8E-02	
			Ethylbenzene	--	--	--	--	--	liver, kidney	3.3E-02	--	--	3.3E-02	
			Bis(2-ethylhexyloxy)phosphate	--	--	--	--	--	liver	1.8E-02	--	--	1.8E-02	
			1,1,1-Trichloroethane	--	--	--	--	--	body weight	3.2E-04	--	--	3.2E-04	
			1,1,2-Trichloroethane	--	--	--	--	--	blood, liver	4.2E-02	--	--	4.2E-02	
			1,1-Dichloroethene	--	--	--	--	--	liver	2.7E-02	--	--	2.7E-02	
			1,2-Dichloropropane	--	--	--	--	--	nasal mucosa	1.5E-01	--	--	1.5E-01	
			1,2-Dichloroethane	--	--	--	--	--	NA	NA	--	--	NA	
			Carbon tetrachloride	--	--	--	--	--	liver	2.3E-01	--	--	2.3E-01	
			Caprolactum	--	--	--	--	--	reproduction, body weight	1.3E-02	--	--	1.3E-02	
			Vinyl chloride	--	--	--	--	--	liver	5.5E-02	--	--	5.5E-02	
			Iron	--	--	--	--	--	HI	1.8E-00	--	--	1.8E-00	
			2,6-Dinitrotoluene	--	--	--	--	--	HI	3.6E-01	--	--	3.6E-01	
			Acetone	--	--	--	--	--	kidney	1.9E-02	--	--	1.9E-02	
			Chemical Total			--	--	--	--	--		4.8E+01	--	--	4.8E+01
Exposure Point Total									4.8E+01					
Exposure Medium Total									4.8E+01					
Groundwater Total									4.8E+01					
Receptor Total			Receptor Risk Total					--	Receptor HI Total					
									Total Liver HI Across All Media =					
									7.0E-01					
									Total Blood HI Across All Media =					
									8.5E-02					
									Total Reproduction HI Across All Media =					
									1.3E-02					
									Total Body Weight HI Across All Media =					
									3.2E-02					
									Total Kidney HI Across All Media =					
									5.2E-03					
									Total Nasal Mucosa HI Across All Media =					
									1.5E-01					
									Total Mortality HI Across All Media =					
									1.1E-03					

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TABLE 11 (CONTINUED)
SUMMARY OF RECEPTOR RISKS AND HAZARDS
GROUNDWATER - YOUNG CHILD RESIDENT
CENTRAL TENDENCY EXPOSURE

Scenario Timeframe: Future Receptor Population: Resident Receptor Age: Young Child			GROUNDWATER - YOUNG CHILD RESIDENT CENTRAL TENDENCY EXPOSURE											
Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient					
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total	
Groundwater	Groundwater	Groundwater	Chloroform	--	--	--	--	--	liver	1.2E-02	--	--	1.3E-02	
			Trichloroethene	--	--	--	--	--	NI	3.7E-01	--	--	3.7E-01	
			Benzene	--	--	--	--	--	blood	3.8E-02	--	--	3.8E-02	
			Tetrachloroethene	--	--	--	--	--	liver	2.7E-01	--	--	2.7E-01	
			Cis-1,2-Dichloroethylene	--	--	--	--	--	NI	4.9E-02	--	--	4.9E-02	
			Xylene	--	--	--	--	--	body weight mortality	9.7E-04	--	--	9.7E-04	
			Naphthalene	--	--	--	--	--	body weight	1.6E-02	--	--	1.6E-02	
			Ethylbenzene	--	--	--	--	--	liver, kidney	2.9E-03	--	--	2.9E-03	
			Bis(2-ethylhexyl)phthalate	--	--	--	--	--	liver	1.5E-02	--	--	1.6E-02	
			1,1,1-Trichloroethane	--	--	--	--	--	body weight	2.9E-04	--	--	2.9E-04	
			1,1,2-Trichloroethane	--	--	--	--	--	blood, liver	3.6E-02	--	--	3.6E-02	
			1,1-Dichloroethene	--	--	--	--	--	liver	3.3E-02	--	--	3.3E-02	
			1,2-Dichloropropane	--	--	--	--	--	nasal mucosa	1.3E-01	--	--	1.3E-01	
			1,2-Dichloroethane	--	--	--	--	--	NA	NA	--	--	NA	
			Carbon tetrachloride	--	--	--	--	--	liver	2.0E-01	--	--	2.0E-01	
			Caprolactam	--	--	--	--	--	reproduction, body weight	1.1E-02	--	--	1.1E-02	
			Vinyl chloride	--	--	--	--	--	liver	4.9E-02	--	--	4.9E-02	
			Iron	--	--	--	--	--	NI	1.5E+00	--	--	1.5E+00	
			2,6-Dibromobenzene	--	--	--	--	--	NI	3.1E-01	--	--	3.1E-01	
			Acetone	--	--	--	--	--	kidney	1.7E-03	--	--	1.7E-03	
Chemical Total			--	--	--	--	--	--	4.6E-01	--	--	4.6E-01		
Exposure Point Total								4.0E-01						
Exposure Medium Total								4.0E-01						
Groundwater Total								4.0E-01						
Receptor Total			Receptor Risk Total					Receptor HI Total						
								4.0E-01						
								Total Liver HI Across All Media = 6.1E-01						
								Total Blood HI Across All Media = 7.4E-02						
								Total Reproductive HI Across All Media = 1.1E-02						
								Total Body Weight HI Across All Media = 2.8E-02						
								Total Kidney HI Across All Media = 4.6E-03						
								Total Nasal Mucosa HI Across All Media = 1.3E-01						
								Total Mortality HI Across All Media = 9.7E-04						

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TABLE 12
SUMMARY OF RECEPTOR RISKS AND HAZARDS
SEDIMENT - CURRENT/FUTURE ADULT RESIDENT
REASONABLE MAXIMUM EXPOSURE

Scenario Timeframe: Current/Future
Receptor Population: Resident
Receptor Age: Adult

Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient					
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total	
Sediment	Sediment	Sediment	Benzo(a)pyrene	--	--	1.E-07	--	1.E-07	NA	--	--	NA	NA	
			Chemical Total	--	--	1.E-07	--	1.E-07		--	--	NA	NA	
			Exposure Point Total	1.E-07						NA				
			Exposure Medium Total	1.E-07						NA				
			Sediment Total	1.E-07						NA				
Receptor Total				Receptor Risk Total					1.E-07	Receptor HI Total				NA

Note:

NA = Not available

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TABLE 12 (CONTINUED)
SUMMARY OF RECEPTOR RISKS AND HAZARDS
SEDIMENT: CURRENT/FUTURE ADULT RESIDENT
CENTRAL TENDENCY EXPOSURE

Scenario Timeframe: Current/Future
Receptor Population: Resident
Receptor Age: Adult

Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient				
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total
Sediment	Sediment	Sediment	Benzo(a)pyrene	--	--	2.E-08	--	2.E-08	NA	--	--	NA	NA
			Chemical Total	--	--	2.E-08	--	2.E-08		--	--	NA	NA
		Exposure Point Total			2.E-08								NA
		Exposure Medium Total			2.E-08								NA
		Sediment Total			2.E-08								NA
Receptor Total			Receptor Risk Total				2.E-08	Receptor HI Total				NA	

Note:

NA = Not available

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TABLE 13
SUMMARY OF RECEPTOR RISKS AND HAZARDS
SEDIMENT - CURRENT/FUTURE OLDER CHILD RESIDENT
REASONABLE MAXIMUM EXPOSURE

Scenario Timeframe:	Current/Future
Receptor Population:	Resident
Receptor Age:	Older Child

Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient					
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total	
Sediment	Sediment	Sediment	Benzo(a)pyrene	—	—	4.E-08	—	4.E-08	NA	—	—	NA	NA	
			Chemical Total	—	—	4.E-08	—	4.E-08		—	—	NA	NA	
			Exposure Point Total	4.E-08						NA				
			Exposure Medium Total	4.E-08						NA				
			Sediment Total	4.E-08						NA				
Receptor Total				Receptor Risk Total					4.E-08	Receptor HI Total				NA

Note:

NA = Not available

ALTERNATE ENERGY RESOURCES

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TABLE 13 (CONTINUED)
SUMMARY OF RECEPTOR RISKS AND HAZARDS
SEDIMENT - CURRENT/FUTURE OLDER CHILD RESIDENT
CENTRAL TENDENCY EXPOSURE

Scenario Timeframe: Current/Future
Receptor Population: Resident
Receptor Age: Older Child

Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient					
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total	
Sediment	Sediment	Sediment	Benzo(a)pyrene	--	--	2.E-08	--	2.E-08	NA	--	--	NA	NA	
			Chemical Total	--	--	2.E-08	--	2.E-08		--	--	NA	NA	
			Exposure Point Total	2.E-08						NA				
			Exposure Medium Total	2.E-08						NA				
			Sediment Total	2.E-08						NA				
Receptor Total				Receptor Risk Total					2.E-08	Receptor HI Total				NA

Note:

NA = Not available

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The exposure parameters in the Johnson & Ettinger model are intended to reflect residential exposures. Therefore, the same exposure parameters were used for the RME and CTE scenarios. Based on the results of the vapor intrusion evaluation using the Johnson & Ettinger model, the cumulative cancer risk is 3×10^{-6} , which is within USEPA's target risk range. TCE is the primary risk driver (2×10^{-6}). **Tables 14 through 16** present risk summaries for those receptors and pathways with risks and/or HIs above EPA's targets. **Table 17** presents a summary of receptor-specific carcinogenic risks and non-carcinogenic HIs.

As part of a supplemental HHRA that was submitted in December 2007, an evaluation of potential risk was performed for the resident who uses groundwater that contains VOCs for outdoor watering activities. Using data from that well sample and using an exposure scenario that included dermal contact, incidental ingestion, and inhalation, the calculated carcinogenic risk was within EPA's acceptable risk range and the non-cancer hazard index was less than one. Specifically, cancer risk was 2×10^{-5} and the non-cancer HI was 0.2.

7.1.6 Cleanup Levels

Cleanup levels are a subset of the Remedial Action Objectives (RAOs), and they provide the measurable goals that drive remedial actions for each medium. In the preamble to the final NCP, EPA explained that cleanup levels are based on applicable or relevant and appropriate requirements (ARARs) where they exist. In the cases where cleanup levels are not based on ARARs, numerical cleanup levels were developed following the EPA guidance document entitled *Risk Assessment Guidance for Superfund: Volume 1 – Human Health Evaluation Manual (Part B, Development of Risk Based Preliminary Remediation Goals)*, Interim, December 1991 (USEPA, 1991a) and USEPA's Office of Solid Waste and Emergency Response (OSWER) Directive 9355.0-30, *Role of the Baseline Risk Assessment in Superfund Remedy Selection Decisions* (USEPA, 1991b).

The first step in developing cleanup levels was to identify those environmental media that, in the baseline HHRA, present either a cumulative current or future potential cancer risk greater than 1×10^{-4} or a cumulative non-carcinogenic target-organ based hazard index (HI) greater than 1. The next step was to identify COCs within each medium of concern that contribute to a potential cancer risk greater than 1×10^{-6} or a potential hazard quotient (HQ) greater than 1. Following identification of media of concern and COCs, cleanup levels were developed and refined by considering ARARs, Site-specific exposures, uncertainties and other technical factors (e.g., method detection limits).

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TABLE 14
RISK SUMMARY
GROUNDWATER - ADULT & CHILD RESIDENT
REASONABLE MAXIMUM EXPOSURE

Scenario Timeframe: Future
Receptor Population: Resident
Receptor Age: Adult + Child

Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient				
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total
Groundwater	Groundwater	Groundwater	Chloroform	3.6E-07	--	--	--	3.6E-07	--	--	--	--	
			Trichloroethene	1.2E-03	--	--	--	1.2E-03	--	--	--	--	
			Benzene	2.2E-06	--	--	--	2.2E-06	--	--	--	--	
			Tetrachloroethene	4.0E-04	--	--	--	4.0E-04	--	--	--	--	
			Cis-1,2-Dichloroethylene	NA	--	--	--	NA	--	--	--	--	
			Xylene	NA	--	--	--	NA	--	--	--	--	
			Naphthalene	NA	--	--	--	NA	--	--	--	--	
			Ethylbenzene	NA	--	--	--	NA	--	--	--	--	
			Bis(2-ethylhexyl)phthalate	1.2E-06	--	--	--	1.2E-06	--	--	--	--	
			1,1,1-Trichloroethene	NA	--	--	--	NA	--	--	--	--	
			1,1,2-Trichloroethane	2.2E-06	--	--	--	2.2E-06	--	--	--	--	
			1,1-Dichloroethene	NA	--	--	--	NA	--	--	--	--	
			1,2-Dichloropropane	NA	--	--	--	NA	--	--	--	--	
			1,2-Dichloroethane	3.4E-06	--	--	--	3.4E-06	--	--	--	--	
			Carbon tetrachloride	4.9E-06	--	--	--	4.9E-06	--	--	--	--	
			Caprolactam	NA	--	--	--	NA	--	--	--	--	
			Vinyl chloride	5.9E-05	--	--	--	5.9E-05	--	--	--	--	
			Iron	NA	--	--	--	NA	--	--	--	--	
			2,6-Dinitrotoluene	5.7E-05	--	--	--	5.7E-05	--	--	--	--	
			Acetone	NA	--	--	--	NA	--	--	--	--	
Chemical Total				2.6E-03	--	--	--	2.6E-03	--	--	--		
Exposure Point Total				2.6E-03									
Exposure Medium Total				2.6E-03									
Groundwater Total				2.6E-03									
Receptor Total				Receptor Risk Total 2.6E-03					Receptor HI Total				

ALTERNATE ENERGY RESOURCES

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TABLE 14 (CONTINUED)
RISK SUMMARY
GROUNDWATER - FUTURE ADULT & CHILD RESIDENT
CENTRAL TENDENCY EXPOSURE

Scenario Timeframe:	Future
Receptor Population:	Resident
Receptor Age:	Adult - Child

Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient				
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total
Groundwater	Groundwater	Groundwater	Chloroform	1.3E-07	--	--	--	1.3E-07	--	--	--	--	--
			Trichloroethene	4.4E-04	--	--	--	4.4E-04	--	--	--	--	--
			Benzene	8.1E-07	--	--	--	8.1E-07	--	--	--	--	--
			Tetrachloroethene	1.4E-04	--	--	--	1.4E-04	--	--	--	--	--
			Cis-1,2-Dichloroethylene	NA	--	--	--	NA	--	--	--	--	--
			Xylene	NA	--	--	--	NA	--	--	--	--	--
			Naphthalene	NA	--	--	--	NA	--	--	--	--	--
			Ethylbenzene	NA	--	--	--	NA	--	--	--	--	--
			Bis(2-ethylhexyl)phthalate	4.3E-07	--	--	--	4.3E-07	--	--	--	--	--
			1,1,1-Trichloroethane	NA	--	--	--	NA	--	--	--	--	--
			1,1,2-Trichloroethane	8.1E-07	--	--	--	8.1E-07	--	--	--	--	--
			1,1-Dichloroethene	NA	--	--	--	NA	--	--	--	--	--
			1,2-Dichloropropane	NA	--	--	--	NA	--	--	--	--	--
			1,2-Dichloroethane	1.2E-06	--	--	--	1.2E-06	--	--	--	--	--
			Carbon tetrachloride	1.8E-08	--	--	--	1.8E-08	--	--	--	--	--
			Caprolactam	NA	--	--	--	NA	--	--	--	--	--
			Vinyl chloride	2.1E-05	--	--	--	2.1E-05	--	--	--	--	--
			Iron	NA	--	--	--	NA	--	--	--	--	--
			2,6-Dinitrotoluene	2.1E-05	--	--	--	2.1E-05	--	--	--	--	--
			Acetone	NA	--	--	--	NA	--	--	--	--	--
Chemical Total				6.6E-04	--	--	--	6.6E-04	--	--	--	--	
Exposure Point Total				6.6E-04					--				
Exposure Medium Total				6.6E-04					--				
Groundwater Total				6.6E-04					--				
Receptor Total				Receptor Risk Total 6.6E-04					Receptor HI Total --				

ALTERNATE ENERGY RESOURCES

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TABLE 15
RISK SUMMARY
GROUNDWATER - FUTURE ADULT RESIDENT
REASONABLE MAXIMUM EXPOSURE

Scenario Timeframe: Future			GROUNDWATER - FUTURE ADULT RESIDENT REASONABLE MAXIMUM EXPOSURE											
Receptor Population: Resident														
Receptor Age: Adult														
Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient					
				Ingestion	Inhalation	Dermal	External (Resubon)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total	
Groundwater	Groundwater	Groundwater	Chloroform	--	--	--	--	--	Liver	6.8E-03	--	--	6.8E-03	
			Trichloroethene	--	--	--	--	--	NI	1.8E-01	--	--	1.8E-01	
			Benzene	--	--	--	--	--	blood	1.8E-02	--	--	1.8E-02	
			Tetrachloroethene	--	--	--	--	--	Liver	1.2E-01	--	--	1.2E-01	
			Cis-1,2-Dichloroethylene	--	--	--	--	--	NI	2.4E-02	--	--	2.4E-02	
			Xylene	--	--	--	--	--	body weight, mortality	4.8E-04	--	--	4.8E-04	
			Naphthalene	--	--	--	--	--	body weight	7.8E-03	--	--	7.8E-03	
			Ethylbenzene	--	--	--	--	--	Liver, kidney	1.4E-03	--	--	1.4E-03	
			Bis(2-ethylhexyl)phthalate	--	--	--	--	--	Liver	7.7E-03	--	--	7.7E-03	
			1,1,1-Trichloroethane	--	--	--	--	--	body weight	1.4E-04	--	--	1.4E-04	
			1,1,2-Trichloroethane	--	--	--	--	--	blood, liver	1.8E-02	--	--	1.8E-02	
			1,1-Dichloroethene	--	--	--	--	--	Liver	1.2E-02	--	--	1.2E-02	
			1,2-Dichloropropane	--	--	--	--	--	nasal mucosa	6.2E-02	--	--	6.2E-02	
			1,2-Dichloroethane	--	--	--	--	--	NA	NA	--	--	NA	
			Carbon tetrachloride	--	--	--	--	--	Liver	9.8E-02	--	--	9.8E-02	
			Caprolactam	--	--	--	--	--	reproduction, body weight	5.5E-03	--	--	5.5E-03	
			Vinyl chloride	--	--	--	--	--	Liver	2.4E-02	--	--	2.4E-02	
			Iron	--	--	--	--	--	NI	7.6E-01	--	--	7.6E-01	
			2,6-Dinitrotoluene	--	--	--	--	--	NI	1.5E-01	--	--	1.5E-01	
			Acetone	--	--	--	--	--	kidney	6.2E-04	--	--	6.2E-04	
Chemical Total			--	--	--	--	--		2.0E-01	--	--	2.0E-01		
Exposure Point Total													2.0E-01	
Exposure Medium Total													2.0E-01	
Groundwater Total													2.0E-01	
Receptor Total			Receptor Risk Total					--		Receptor HI Total				2.0E-01
													Total Liver HI Across All Media =	3.0E-01
													Total Blood HI Across All Media =	3.8E-02
													Total Reproduction HI Across All Media =	5.5E-03
													Total Body Weight HI Across All Media =	1.4E-02
													Total Kidney HI Across All Media =	2.2E-02
													Total Nasal Mucosa HI Across All Media =	6.2E-02
													Total Mortality HI Across All Media =	4.8E-04

ALTERNATE ENERGY RESOURCES

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TABLE 15 (CONTINUED)
RISK SUMMARY
GROUNDWATER - FUTURE ADULT RESIDENT
CENTRAL TENDENCY EXPOSURE

Scenario Timeframe: Future
Receptor Population: Resident
Receptor Age: Adult

Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient					
				Ingestion	Inhalation	Dermal	External (Radon)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total	
Groundwater	Groundwater	Groundwater	Chloroform	--	--	--	--	--	liver	4.6E-03	--	--	4.6E-03	
			Trichloroethene	--	--	--	--	--	HI	1.3E-01	--	--	1.3E-01	
			Benzene	--	--	--	--	--	blood	1.3E-02	--	--	1.3E-02	
			Tetrachloroethene	--	--	--	--	--	liver	9.4E-02	--	--	9.4E-02	
			Cis-1,2-Dichloroethylene	--	--	--	--	--	HI	1.7E-02	--	--	1.7E-02	
			Xylene	--	--	--	--	--	body weight, mortality	3.4E-04	--	--	3.4E-04	
			Naphthalene	--	--	--	--	--	body weight	5.5E-03	--	--	5.5E-03	
			Ethylbenzene	--	--	--	--	--	liver, kidney	1.0E-03	--	--	1.0E-03	
			Bis(2-ethylhexyl)phthalate	--	--	--	--	--	liver	5.4E-03	--	--	5.4E-03	
			1,1,1-Trichloroethane	--	--	--	--	--	body weight	9.6E-05	--	--	9.6E-05	
			1,1,2-Trichloroethane	--	--	--	--	--	blood, liver	1.2E-02	--	--	1.2E-02	
			1,1-Dichloroethene	--	--	--	--	--	liver	8.1E-03	--	--	8.1E-03	
			1,2-Dichloropropane	--	--	--	--	--	nasal mucosa	4.4E-02	--	--	4.4E-02	
			1,2-Dichloroethane	--	--	--	--	--	NA	NA	--	--	NA	
			Carbon tetrachloride	--	--	--	--	--	liver	6.0E-02	--	--	6.0E-02	
			Caprolactam	--	--	--	--	--	reproduction, body weight	3.0E-03	--	--	3.0E-03	
			Vinyl chloride	--	--	--	--	--	liver	1.7E-02	--	--	1.7E-02	
			Iron	--	--	--	--	--	HI	5.3E-01	--	--	5.3E-01	
			2,6-Dinitrotoluene	--	--	--	--	--	HI	1.1E-01	--	--	1.1E-01	
			Acetone	--	--	--	--	--	kidney	5.0E-04	--	--	5.0E-04	
			Chemical Total	--	--	--	--	--	1.4E-01	--	--	1.4E-01		
Exposure Point Total														
Exposure Medium Total														
Groundwater Total														
Receptor Total			Receptor Risk Total					--	Receptor HI Total					
													Total Liver HI Across All Media =	2.1E-01
													Total Blood HI Across All Media =	2.5E-02
													Total Reproduction HI Across All Media =	3.0E-03
													Total Body Weight HI Across All Media =	9.7E-03
													Total Kidney HI Across All Media =	1.6E-03
													Total Nasal Mucosa HI Across All Media =	4.4E-02
													Total Mortality HI Across All Media =	3.4E-04

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TABLE 16
RISK SUMMARY
GROUNDWATER - YOUNG CHILD RESIDENT
REASONABLE MAXIMUM EXPOSURE

Scenario Timeframe: Future
Receptor Population: Resident
Receptor Age: Young Child

Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient						
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total		
Groundwater	Groundwater	Groundwater	Chloroform	--	--	--	--	--	liver	1.5E-02	--	--	1.5E-02		
			Trichloroethene	--	--	--	--	--	NI	4.3E-01	--	--	4.3E-01		
			Benzene	--	--	--	--	--	blood	4.3E-02	--	--	4.3E-02		
			Tetrachloroethene	--	--	--	--	--	liver	3.1E-01	--	--	3.1E-01		
			Cis-1,2-Dichloroethylene	--	--	--	--	--	NI	5.6E-02	--	--	5.6E-02		
			Xylene	--	--	--	--	--	body weight, mortality	1.1E-03	--	--	1.1E-03		
			Naphthalene	--	--	--	--	--	body weight	1.9E-02	--	--	1.9E-02		
			Ethylbenzene	--	--	--	--	--	liver, kidney	3.3E-02	--	--	3.3E-02		
			Bis(2-ethylhexyl)phthalate	--	--	--	--	--	liver	1.8E-02	--	--	1.8E-02		
			1,1,1-Trichloroethane	--	--	--	--	--	body weight	3.2E-04	--	--	3.2E-04		
			1,1,2-Trichloroethane	--	--	--	--	--	blood, liver	4.2E-02	--	--	4.2E-02		
			1,1-Dichloroethene	--	--	--	--	--	liver	2.7E-02	--	--	2.7E-02		
			1,2-Dichloropropane	--	--	--	--	--	nasal mucosa	1.5E-01	--	--	1.5E-01		
			1,2-Dichloroethane	--	--	--	--	--	NA	NA	--	--	NA		
			Carbon tetrachloride	--	--	--	--	--	liver	2.3E-01	--	--	2.3E-01		
			Caprolactam	--	--	--	--	--	reproduction, body weight	1.3E-02	--	--	1.3E-02		
			Vinyl chloride	--	--	--	--	--	liver	5.5E-02	--	--	5.5E-02		
			Iron	--	--	--	--	--	NI	1.6E-00	--	--	1.6E-00		
			2,6-Dinitrotoluene	--	--	--	--	--	NI	3.6E-01	--	--	3.6E-01		
			Acetone	--	--	--	--	--	kidney	1.9E-03	--	--	1.9E-03		
			Chemical Total			--	--	--	--	--	4.6E-01	--	--	4.6E-01	
Exposure Point Total								--							
Exposure Medium Total								--							
Groundwater Total									--						
Receptor Total				Receptor Risk Total					--	Receptor HI Total					
									--						
									Total Liver HI Across All Media *						
									7.0E-01						
									Total Blood HI Across All Media *						
									5.5E-02						
									Total Reproduction HI Across All Media *						
									1.3E-02						
									Total Body Weight HI Across All Media *						
									3.2E-02						
									Total Kidney HI Across All Media *						
									5.2E-03						
									Total Nasal Mucosa HI Across All Media *						
									1.5E-01						
									Total Mortality HI Across All Media *						
									1.1E-03						

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TABLE 16 (CONTINUED)
RISK SUMMARY
GROUNDWATER - FUTURE YOUNG CHILD RESIDENT
CENTRAL TENDENCY EXPOSURE

Scenario Timeframe: Future			GROUNDWATER - FUTURE YOUNG CHILD RESIDENT CENTRAL TENDENCY EXPOSURE											
Receptor Population: Resident														
Receptor Age: Young Child														
Medium	Exposure Medium	Exposure Point	Chemical of Potential Concern	Carcinogenic Risk					Non-Carcinogenic Hazard Quotient					
				Ingestion	Inhalation	Dermal	External (Radiation)	Exposure Routes Total	Primary Target Organ(s)	Ingestion	Inhalation	Dermal	Exposure Routes Total	
Groundwater	Groundwater	Groundwater	Chloroform	--	--	--	--	--	liver	1.3E-02	--	--	1.3E-02	
			Trichloroethene	--	--	--	--	--	NI	3.7E-01	--	--	3.7E-01	
			Benzene	--	--	--	--	--	blood	3.8E-02	--	--	3.8E-02	
			Tetrachloroethane	--	--	--	--	--	liver	2.7E-01	--	--	2.7E-01	
			Cis-1,2-Dichloroethylene	--	--	--	--	--	NI	4.9E-02	--	--	4.9E-02	
			Xylene	--	--	--	--	--	body weight, mortality	9.7E-04	--	--	9.7E-04	
			Naphthalene	--	--	--	--	--	body weight	1.6E-02	--	--	1.6E-02	
			Ethylbenzene	--	--	--	--	--	liver, kidney	2.9E-03	--	--	2.9E-03	
			Bis(2-ethylhexyl)phthalate	--	--	--	--	--	liver	1.6E-02	--	--	1.6E-02	
			1,1,1-Trichloroethane	--	--	--	--	--	body weight	2.8E-04	--	--	2.8E-04	
			1,1,2-Trichloroethane	--	--	--	--	--	blood, liver	3.8E-02	--	--	3.8E-02	
			1,1-Dichloroethane	--	--	--	--	--	liver	2.3E-02	--	--	2.3E-02	
			1,2-Dichloropropane	--	--	--	--	--	nasal mucosa	1.3E-01	--	--	1.3E-01	
			1,2-Dichloroethane	--	--	--	--	--	NA	NA	--	--	NA	
			Carbon tetrachloride	--	--	--	--	--	liver	2.0E-01	--	--	2.0E-01	
			Caprolactam	--	--	--	--	--	reproduction, body weight	1.1E-02	--	--	1.1E-02	
			Vinyl chloride	--	--	--	--	--	liver	4.8E-02	--	--	4.8E-02	
			Iron	--	--	--	--	--	NI	1.5E+00	--	--	1.5E+00	
			2,5-Dimethylbenzene	--	--	--	--	--	NI	3.1E-01	--	--	3.1E-01	
			Acetone	--	--	--	--	--	kidney	1.7E-03	--	--	1.7E-03	
			Chemical Total			--	--	--	--	--		4.0E-01	--	--	4.0E-01
Exposure Point Total													4.0E-01	
Exposure Medium Total													4.0E-01	
Groundwater Total													4.0E-01	
Receptor Total			Receptor Risk Total					Receptor HI Total					4.0E-01	
													Total Liver HI Across All Media =	5.1E-01
													Total Blood HI Across All Media =	7.4E-02
													Total Reproduction HI Across All Media =	1.1E-02
													Total Body Weight HI Across All Media =	2.8E-02
													Total Kidney HI Across All Media =	4.8E-02
													Total Nasal Mucosa HI Across All Media =	1.3E-01
													Total Mortality HI Across All Media =	9.7E-04

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TABLE 17
SUMMARY OF RECEPTOR-SPECIFIC CARCINOGENIC RISKS
AND NON-CARCINOGENIC HAZARDS

Scenario	Exposure Media	Receptor	Total Carcinogenic Risks	Total Non-Cancer Hazards
RME	Surface soil (0-1 ft bgs)	Trespasser	2.E-06	0.04
	Surface and shallow subsurface soil (0-2 ft bgs)	Industrial worker	3.E-05	0.11
	Surface and subsurface soil (0-20 ft bgs)	Construction worker	2.E-07	0.08
	Groundwater (Ingestion Pathway)	Off-Site Resident (Adult + Child)	2.E-03	—
		Off-Site Resident (Adult)	—	20
		Off-Site Resident (Young Child)	—	46
	Groundwater (Indoor Air Pathway)	Off-Site Resident	3.E-06	0.05
	Sediment	Off-Site Resident (Adult)	1.E-07	NA
		Off-Site Resident (Older Child)	4.E-08	NA
CTE	Surface soil (0-1 ft bgs)	Trespasser	7.E-07	0.009
	Surface and shallow subsurface soil (0-2 ft bgs)	Industrial worker	6.E-06	0.06
	Surface and subsurface soil (0-20 ft bgs)	Construction worker	7.E-08	0.02
	Groundwater (Ingestion Pathway)	Off-Site Resident (Adult + Child)	6.E-04	—
		Off-Site Resident (Adult)	—	14
		Off-Site Resident (Young Child)	—	40
	Groundwater (Indoor Air Pathway)	Off-Site Resident	3.E-06	0.05
	Sediment	Off-Site Resident (Adult)	2.E-08	NA
		Off-Site Resident (Older Child)	2.E-08	NA

Notes:

RME = Reasonable Maximum Exposure

CTE = Central Tendency Exposure

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The baseline HHRA identified exposure scenarios that presented cancer risk greater than 1×10^{-4} or a non-carcinogenic target-organ based HI greater than 1 for potential future groundwater use by residents downgradient of the AER Property. This was the only potential exposure pathway identified with potential elevated risks. Detected constituents in AER Site soil were not identified in the risk assessment as posing a direct risk to human health or the environment; however, soil contaminants were found at levels that act as a source to groundwater contamination.

Constituents in soil were identified as COCs in soil based on their potential for leaching to groundwater. Promulgated clean-up values, which could have been identified as ARARs for the AER Site, have not been established for constituents in soil; therefore, cleanup levels were assigned to constituents detected in soil based on TBC soil-to-groundwater screening levels.

The EPA dilution attenuation factor (DAF) 20 soil screening levels (SSLs) were primarily selected as the cleanup levels as most of the impacted soil on the AER Property is approximately 20 to 30 ft above the groundwater table and is not in direct contact with groundwater. The constituents in soil are expected to experience significant dilution and attenuation as they migrate downward with percolating rainwater toward the groundwater table.

Where DAF 20 SSLs were not available for specific COCs, the Protection of Groundwater Maximum Contaminant Level (MCL)-based SSLs were utilized as cleanup levels. When an MCL-based SSL was not available, the Protection of Groundwater Risk-Based SSL was used. The maximum concentrations of constituents detected in soil were compared to the selected cleanup levels. Constituents that were detected in at least one soil sample above the cleanup levels were classified as COCs. Fifteen COCs were identified in AER Site soil.

Table 18 summarizes all COCs in soil with maximum detected concentrations and the cleanup levels. The hypothetical groundwater ingestion pathway was the only pathway in the HHRA with potential risks/hazards above USEPA targets (i.e., risk of 1×10^{-4} and hazard index of 1). Cleanup levels were calculated for those chemicals that had a cancer risk greater than 1×10^{-4} and/or a hazard quotient greater than 1.

Typically, cleanup levels are based on the chemical-specific ARARs (e.g., MCLs or non-zero MCLGs); however, risk-based cleanup levels were selected when more protective than the MCLs or non-zero MCLGs or when an MCL or non-zero MCLG was unavailable (USEPA, 1992).

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Table 18
Soil Cleanup Levels

Chemical Name	Max Conc. Detected in Soil (mg/kg)	Soil Cleanup Level (mg/kg)	Basis for Soil Cleanup Levels
Benzene	0.48	0.03	DAF
cis-1,2-Dichloroethene	32	0.4	DAF
(Total)1,2-Dichloroethene	32.63	0.099	POG Risk
1,1-Dichloroethene	0.99	0.06	DAF
Isopropylbenzene	1.4	1.3	POG Risk
Methyl Acetate	46	7.6	POG Risk
Methylene Chloride	0.88	0.02	DAF
Tetrachloroethene	360	0.06	DAF
1,1,1-Trichloroethane	7.1	2	DAF
Trichloroethene	76	0.06	DAF
Vinyl Chloride	0.82	0.01	DAF
Xylenes (Total)	37	11	POG MCL
Benzo(a)anthracene	5.4	2	DAF
Benzo(a)Pyrene	8.3	8	DAF
Benzo(b)fluoranthene	7.5	5	DAF

Notes:

mg/kg - Milligrams per kilogram

DAF- Dilution Attenuation Factor 20 Soil Screening Level

POG MCL- EPA Protection of Groundwater MCL-Based Soil Screening Level

POG Risk- EPA Protection of Groundwater Risk-Based Soil Screening Level

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The maximum concentrations of constituents detected in groundwater were compared to the selected cleanup levels. Five constituents were detected at concentrations above the Site-specific cleanup levels and are, therefore, considered COCs in groundwater. **Table 19** summarizes all COCs in groundwater with maximum detected concentrations and the groundwater cleanup levels.

7.1.7 Uncertainty Analysis

There are various sources of uncertainty inherent in the risk assessment process. These include uncertainties associated with exposure parameters and toxicity factors for which conservative assumptions are typically used so as not to underestimate risk. The objective of an uncertainty analysis is to present key information regarding assumptions and uncertainties in the risk assessment process to place the quantitative risk estimates in proper perspective (USEPA, 1989).

Exposure Frequency - Under a RME scenario, a site-specific exposure frequency of 52 days per year (1 day per week for 52 weeks) was used for trespassers and off-Site residents involved in recreational activities (i.e., exposure to sediment within the small stream associated with the UPS pond outfall while wading). Land use surrounding the AER Site is primarily industrial/commercial, although there are patches of undeveloped land in the vicinity of the AER Site as well residences to the south of the AER Property. The perimeter of the AER Property is fenced with a locked gate. Based on the physical setting of the AER Site and the restricted access to the AER Property, the trespasser RME exposure frequency is conservative. Likewise, the RME exposure frequency for exposure of off-Site residents to sediment in the small stream assumes a receptor would be wading in the stream 1 day per week throughout the year. Given the relatively unattractive nature of the small stream coupled with surrounding industrial/commercial land use, this is also conservative.

The EPA (2002c) default exposure frequency of 250 days per year for the industrial/commercial outdoor worker was used for both the RME and CTE scenarios. EPA (2002c) defines an outdoor worker as "a long-term receptor exposed during the work day who is a full time employee of the company operating on-Site and who spends most of their workday conducting maintenance activities outdoors (e.g., moderate digging, landscaping)". The AER Property is currently an inactive facility and requires minimal regular maintenance. The Site contains buildings and concrete pads and there are no areas that are regularly mowed. Therefore, this exposure frequency is conservative.

Ingestion Rates - The HHRA uses a EPA (2002c) default soil ingestion rate of 330 mg/day for construction workers. According to EPA (2002c), this high-end soil ingestion rate was chosen because construction workers "are likely to experience

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Table 19
Groundwater Cleanup Levels

Chemical Name	Max Concentration Detected In Groundwater (ug/L)	Groundwater Cleanup Levels (ug/L)	Basis for Cleanup Levels
1,1-Dichloroethane	46	2.4	RISK
1,1-Dichloroethene	390	7	MCL
Tetrachloroethene	890	5	MCL
Trichloroethene	3200	5	MCL
Vinyl Chloride	7.1	2	MCL

Notes:

ug/L - Micrograms per liter

MCL USEPA Maximum Contaminant Level

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substantial exposures to soils during excavation and other work activities..." The soil ingestion rate of 330 mg/day is based on a study by Stanek et al. (1997) and is the 95th percentile soil intake value for adults in that study. Use of the 330 mg/day value provides a highly conservative estimate of construction worker exposure. Stanek et al. (1997) reported a 95th percentile soil ingestion rate for adults of 330 mg/day. This soil ingestion rate, however, was apparently influenced by a single individual with a compromised health status and was characterized in the study as being "substantially uncertain." According to Calabrese (2003) (one of the paper's co-authors), the result obtained from this individual does not reflect a daily soil ingestion rate, but rather represents soil accumulation over a 3 to 4 day period. As such, Calabrese (2003) stated that the soil ingestion rate of 330 mg/day is "uncertain, unstable, and artificially inflated," and recommended use of the upper 75th percentile value from this study (49 mg/day), which represents a more stable high-end soil ingestion rate. Other high-end soil ingestion rates have been recommended by EPA and state agencies that are less than 330 mg/day. For example, in deriving soil screening levels, EPA (2002c) recommends a soil ingestion rate of 100 mg/day for outdoor workers engaged in "contact intensive activities." A "contact-intense" soil ingestion rate of 100 mg/day is also recommended by EPA for use in the ALM (EPA, 2003c). As such, use of the 330 mg/day soil ingestion rate for construction workers at the Site is a conservative approach in that actual exposures are unlikely to be higher, and may be much lower, than the default value.

Groundwater Use - Although public water supply is available in all downgradient areas, there is potential for exposure of downgradient users who may still have shallow private water wells. A groundwater use survey for residences within a 1-mile radius of the AER Site in the hydrogeologically downgradient direction was implemented as part of the RI. Three residences do use groundwater from private wells to varying extents, and samples were collected from two of the three wells. One of the two wells that was sampled did not contain any VOCs, SVOCs, or petroleum hydrocarbons, while the second well contained VOCs but not SVOCs or petroleum hydrocarbons (this residence uses groundwater for outdoor watering activities only). Finally, the well for the third user (who uses groundwater as a sole source and has repeatedly denied permission to sample) is located on the eastern edge of the groundwater use survey area and is not expected to contain Site-related COPCs. Therefore, the HHRA evaluated the potential risk to off-Site residents who may be exposed to AER Site groundwater through shallow private water wells. This is a conservative approach because the vast majority of the residents are connected to the City of Augusta's public water supply.

Vapor Intrusion Modeling - The Johnson & Ettinger model is generally used as a screening tool, and there are uncertainties associated with the use of this model. Several of these uncertainties are:

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- Site-specific groundwater data are used in the model. The use of groundwater data without the evaluation of soil vapor data assumes that groundwater is the sole source of vapor intrusion. This is appropriate because the release of COPCs occurred at the AER Site itself, which is remote from the residential areas south of the AER Property. Off-Site soil or soil vapor data were not deemed necessary during the RI scoping process. Thus, while it is not definitively known whether groundwater is the sole source of vapor intrusion, it is highly unlikely that the soil is a source of VOCs for vapor intrusion at the AER Site since the source of the release to ground surface at the AER Site is remote from the residential areas.
- The building air exchange rates may be under- or overestimated. There are too little data available in the published literature to derive an air exchange rate that would account for vapor loss through openings such as doors and windows (EPA, 2004b). Also, vapor concentrations in upper levels of buildings are generally less than lower levels (EPA, 2004b).
- The effect of infiltrating rainfall on groundwater is unknown.
- This model does not account for contaminant attenuation (biodegradation, hydrolysis, sorption, and oxidation/reduction) and, therefore, may over-predict vapor migration for degradable compounds.
- This model assumes that all vapors from groundwater will enter the on-Site buildings through gaps and openings in walls, floors, and foundations. According to EPA (2004b), "[t]his implies that a constant field pressure field is generated between the interior spaces and the soil surface and that the vapors are intercepted within the pressure field and transported into the building." EPA (2004b) further states "[t]his assumption is inherently conservative in that it neglects periods of near zero pressure differentials (e.g., during mild weather when windows are left open)."
- The model calculations for soil vapor permeability "do not account for preferential vapor pathways due to soil fractures, vegetation root pathways, or the effects of a gravel layer below the floor slab or backfill which may act to increase the vapor permeability with respect to *in situ* soils" (EPA, 2004b).
- According to EPA (2004b), the model considers the entire building as "a single chamber with instantaneous and homogenous vapor dispersion" and therefore, the model "neglects contaminant sinks and the room-to-room variation in vapor concentration due to unbalanced mechanical or natural ventilation."

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- The model assumes that all vapors originating below the building will enter the building.
- The model assumes that the contaminant is homogenously distributed within the zone of contamination.
- The model assumes that the capillary fringe above the groundwater table is uncontaminated. This may not be true for sites where there are large fluctuations in the water table elevation.
- The model procedures used to estimate the aqueous solubility limit do not consider the effects of multiple contaminants.
- The J&E model has two standard default settings (i.e., basement and slab-on-grade) and is not appropriate for modeling potential risks and hazards for houses with crawlspace structures or other significant openings to the subsurface. Therefore, the results of this modeling apply only to slab-on-grade structures.

7.2 Summary of Screening Level Ecological Risk Assessment

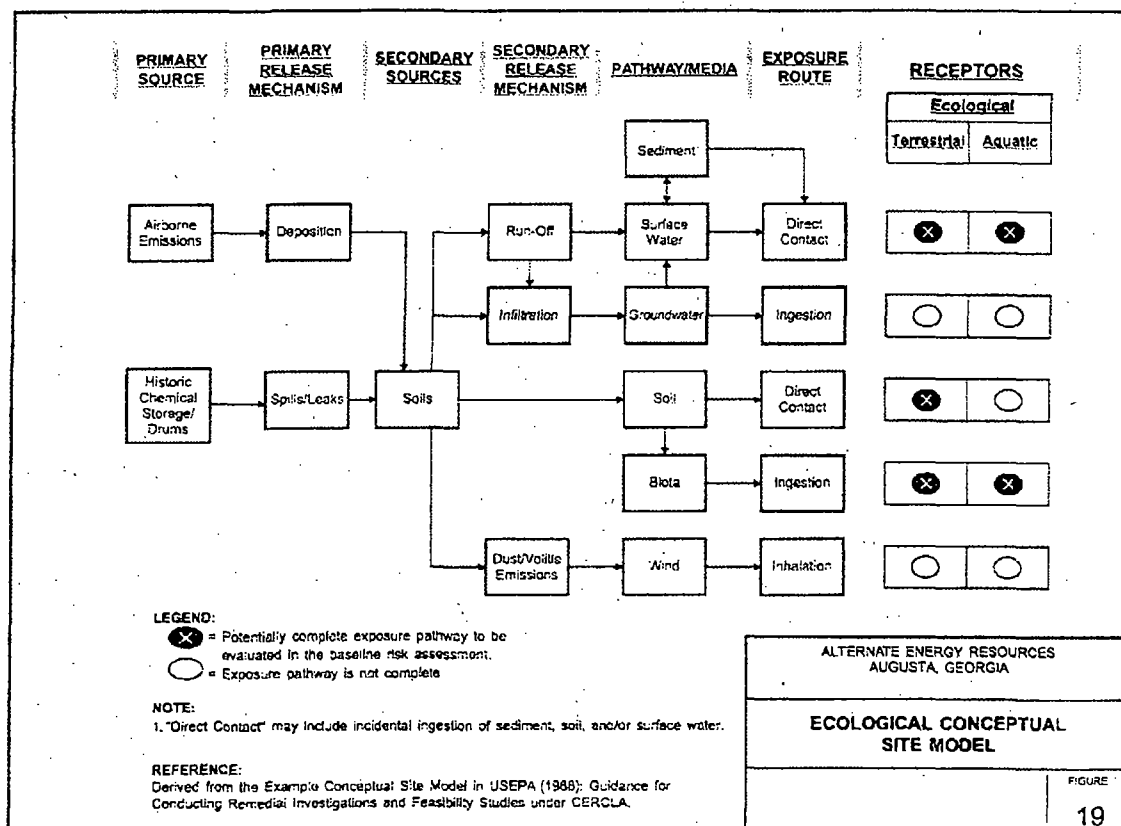
The purpose of the ecological risk assessment is to document existing or potential adverse ecological impacts posed by hazardous substances released from the AER Site. The purpose of the Screening Level Ecological Risk Assessment (SLERA) is to assess the need, and if required, the level of effort necessary to conduct a more detailed baseline ecological risk assessment (BERA). SLERA s are not designed nor intended to provide definitive estimates of actual risk. Constituents present at concentrations lower than screening values are concluded to pose minimal threat to the ecological resources, and additional risk analysis is unnecessary. Potential media of interest associated with the AER Site are soil, groundwater, sediment, and surface water. An ecological conceptual site model (CSM) is presented in **Figure 19**.

Constituents whose maximum concentrations exceed screening values indicate a potential for ecological risk, and a more detailed analysis (i.e., in the form of a BERA) may be required to determine if exposures are adversely affecting ecological receptors.

Results of the SLERA indicate that the AER Site itself lacks suitable wildlife habitat, and thus there are no viable on-Site exposure pathways. The off-Site surface water bodies located on the UPS property (UPS stormwater pond and its associated small stream) do not present complete exposure pathways for sediment and surface water because the pond and stream are relatively small, have limited habitat, and are located in an industrial/commercial setting, which likely limits their use by local wildlife.

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Rocky Creek is located approximately 0.5-mile south of the AER Site and does flow through undeveloped, forested areas. As such, sediment and surface water in Rocky Creek may present complete ecological exposure pathways for terrestrial and aquatic fauna. TCE, fluoranthene, and pyrene were the only detected constituents in sediment from Rocky Creek and were only detected in one sample (SD-3). Fluoranthene and pyrene concentrations were below their associated sediment screening values.

There is no EPA Region 4 ecological screening value for TCE in sediment, but based on the low TCE concentration (10 µg/kg) and the environmental fate of this VOC in aquatic systems, TCE in sediment likely does not present a significant risk to ecological receptors. TCE and pyrene were the only detected constituents in surface water from Rocky Creek and were found at low estimated concentrations in sample SW-4. Based on their relatively low concentrations and the environmental fate of TCE and pyrene in aquatic systems, neither of these constituents is expected to present a significant ecological risk.

Based on the information presented in the SLERA, adequate information is available to conclude that Site-related ecological risks are insignificant, and therefore the AER Site does not require further evaluation of potential ecological risk.

7.3 Basis for Remedial Action

The response action selected in this ROD is necessary to protect public health or welfare or the environment from actual releases of hazardous substances into the environment. The response action is warranted because:

- Groundwater contains contaminants above the MCLs that contribute to an unacceptable risk. The groundwater exposures had the highest excess cancer risks and non-carcinogenic risks of the exposure scenarios evaluated. However, for both current and future populations to be exposed to contaminants would require that untreated potable supply wells be used in the contaminated plumes. Currently, all residences and businesses have access to City water.

8.0 REMEDIAL ACTION OBJECTIVES

RAOs are Site-specific clean-up objectives established for protecting human health and the environment. RAOs specify contaminants and media of concern, and potential exposure pathways and receptors [40 C.F.R. § 300.430 (e)(2)(i)]. RAOs indicate a contaminant level and an exposure route, rather than a contaminant level alone, because protection of human and ecological receptors may be achieved by reducing or eliminating exposure pathways as well as by reducing contaminant

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concentrations.

The RAOs were developed based on the results of the Human Health and Ecological Risk Assessment and based on ARARs. RAOs were not developed for surface soils, sediments, or surface water, as these three media do not pose elevated risk to human health or the environment based on the results of the Risk Assessment. RAOs were developed for groundwater, which poses elevated risk through hypothetical future ingestion by residents in the vicinity of the AER Property. RAOs were also developed for soils which act as a continued source for COCs in groundwater. RAOs may be qualitative (e.g., to prevent exposure to contaminated groundwater) or quantitative (e.g., to specify the maximum contaminant concentration in groundwater).

RAOs were developed for the soil within the AER Property with identified COC impacts related to historical AER Site activities. Soil RAOs are presented in **Table 20**. RAOs were developed for the AER groundwater plume. The AER groundwater plume is defined as COC impacted groundwater in the shallow and deep zones of the underlying aquifer extending from the AER Property. The distance from the AER Property to Rocky Creek along the centerline of the apparent groundwater plume is approximately 4,400 ft. Groundwater RAOs are presented in **Table 20**.

Environmental Media	Table 20 Remedial Action Objectives
Soil	For Protection of Groundwater <ul style="list-style-type: none"> Prevent migration of contaminants from vadose zone soils that result in groundwater concentrations above levels that allow for beneficial use.
Groundwater	For Human Health <ul style="list-style-type: none"> Prevent potential human exposure (dermal contact, ingestion, and inhalation) to groundwater with contaminants that pose an unacceptable risk and do not allow for beneficial use of the groundwater. For Environmental Protection <ul style="list-style-type: none"> Restore groundwater to meet drinking water standards.

8.1 Cleanup Levels

The cleanup levels for soil and groundwater can be found in Table 18 and Table 19, respectively.

9.0 DESCRIPTION OF REMEDIAL ALTERNATIVES

Several potentially applicable remedial alternatives to address soil and

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detailed analysis. The alternatives were screened based on the anticipated effectiveness, implementability, and relative cost with respect to AER Site conditions. Based on the results of the preliminary screening process, the remedial alternatives listed below have been retained for detailed analysis.

For purposes of remediation, the AER Property has been divided into three zones: (1) Primary Source Zone 1 contains soil with contaminants above the cleanup levels down to a depth of 35 feet bgs; (2) Primary Source Zone 2 contains soil with contaminants above the cleanup levels at a depth of 16-20 feet bgs; and (3) the Secondary Source Zone contains soil with contaminants above the cleanup levels at a depth of 1-8 feet bgs (Figure 20).

Soil Remedial Alternatives

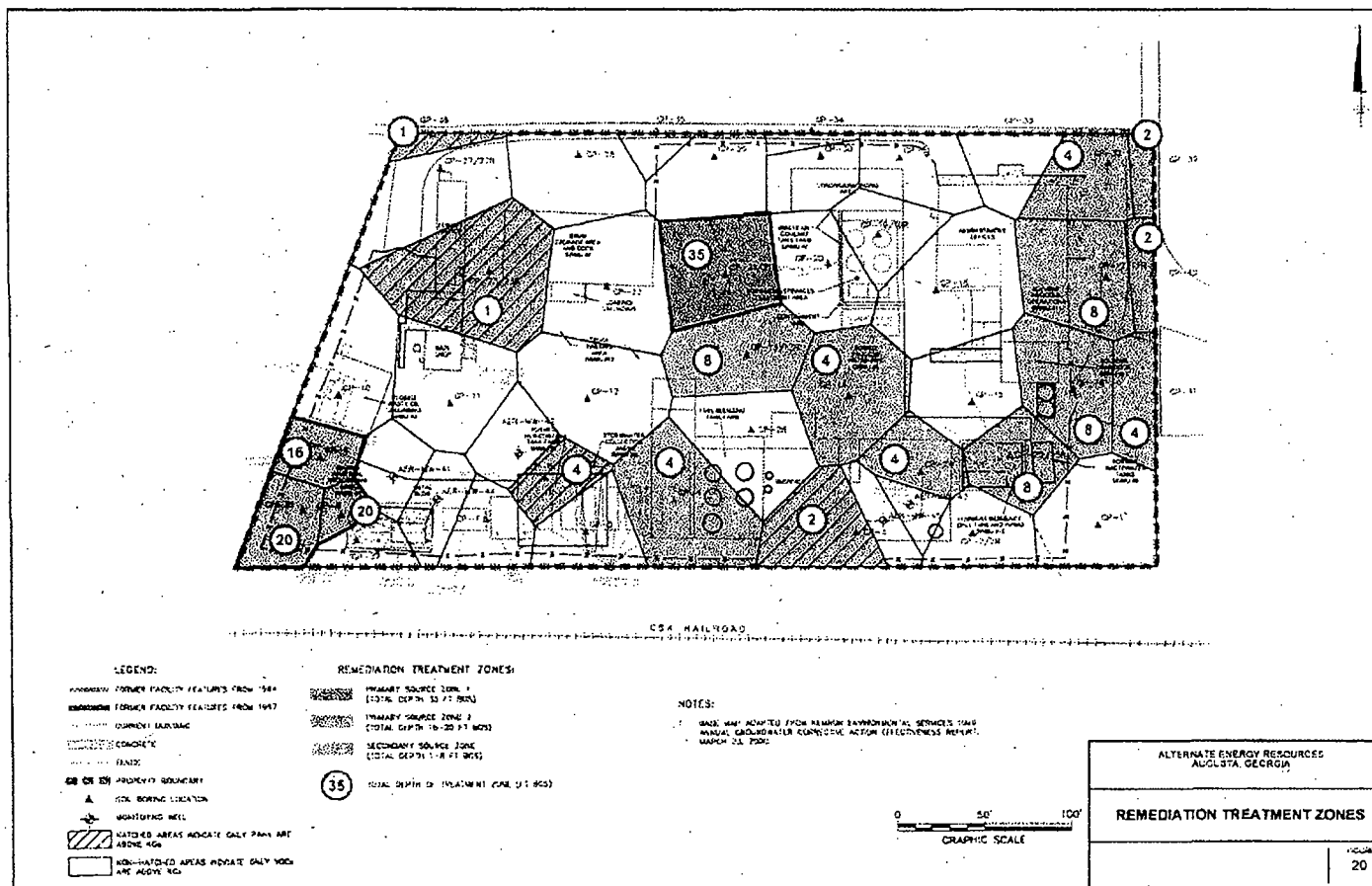
- S-1: No Action.
- S-2: In-Situ Thermal Desorption (ISTD) in Primary Source Zones 1 and 2; Engineered Cover Over Secondary Source Zones; and ICs.
- S-3: In-Situ Stabilization (ISS) and In-Situ Chemical Oxidation (ISCO) of All Soil above the Cleanup Levels; and ICs.
- S-4: Excavation and Off-Site Disposal of All Soil Above the Cleanup Levels; and ICs.
- S-5: ISTD in Primary Source Zones 1 and 2; Excavation and Off-Site Disposal of Secondary Source Zones; and ICs.
- S-6: ISTD in Primary Source Zones 1 and 2; ISS and ISCO in Secondary Source Zones; and ICs.
- S-7: ISS and ISCO in Primary Source Zones 1 and 2; Engineered Cover Over Secondary Source Zones; and ICs.

The following table lists the capital costs, O&M costs, and total present worth costs of each of the retained Soil Remedial Alternatives:

Alternative	Capital Cost	O&M Costs	Present Value
SRA-1 (No Action)	\$0	\$0	\$0
SRA-2 (ISTD/Cover)	\$3,600,000	\$9,000 (annually)	\$3,700,000
SRA-3 (ISS/ISCO)	\$3,700,000	\$4,000 (annually)	\$3,700,000
SRA-4 (Excavation)	\$7,500,000	\$4,000 (annually)	\$7,600,000
SRA-5 (ISTD /Excavation)	\$5,800,000	\$4,000 (annually)	\$5,800,000
SRA-6 (ISTD/ISS/ISCO)	\$4,200,000	\$4,000 (annually)	\$4,200,000
SRA-7 (ISS/ISCO/Cover)	\$3,200,000	\$4,000 (annually)	\$3,300,000

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- GW-1: No Action.
- GW-3: MNA Performance Evaluation; and ICs.
- GW-4: ISCO of On- and Near-Property Groundwater; Monitoring and ICs.
- GW-5: Enhanced Reductive Dechlorination (ERD) of On- and Near-Property Groundwater; Monitoring and ICs.
- GW-6: Extraction, Treatment, and Discharge of On- and Near-Property Groundwater; Monitoring and ICs.

The following table lists the capital costs, O&M costs, and total present worth costs of each of the retained Groundwater Remedial Alternatives:

Alternative	Capital Cost	O&M Costs	Present Value (with 7% future discount)
GW-1 (No Action)	\$0	\$0	\$0
GW-3 (MNA Performance Evaluation)	\$46,000	\$220,000 (annually years 1-2); \$110,000 (annually, years 3-5); \$60,000 annually years 6-30	\$1,200,000
GW-4 (ISCO)	\$1,300,000	\$670,000 (annually years 1-3); \$60,000 (annually years 4-30)	\$3,900,000
GW-5 (ERD)	\$900,000	\$380,000 (annually years 1-4); \$60,000 (annually years 4-30)	\$3,100,000
GW-6 (Extraction)	\$720,000	\$200,000 (annually years 1-10); \$60,000 (annually years 4-30)	\$3,100,000

9.1 Common Elements of Each Remedial Alternative

With the exception of Alternative S-1, all the soil remedial action alternatives include:

- The demolition of buildings and structures on the AER Property with removal prior to implementation of the remedial action. Removal of structures would help facilitate implementation of the soil remedial actions; however, concrete foundations may be left in-place if they do not interfere with the remedial action.
- ICs -ICs are non-engineered instruments, such as administrative and/or legal controls, that help to minimize the potential for human exposure to contamination and/or protect the integrity of a remedy. ICs (e.g., land use restrictions) would ensure future land use remained commercial, industrial, and/or recreational.

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With the exception of Alternative GW-1, all the groundwater remedial action alternatives include:

- ICs, such as restrictive covenants, would be implemented to restrict future withdrawal of groundwater from the AER Property. In addition, the City of Augusta has enacted an ordinance that prohibits the installation of new wells and, thus, serves as an IC for the remainder of the AER Property area. See Augusta-Richmond County Code Section 3-7-43. The remedy also will include a provision for regular monitoring of selected downgradient wells, which will evaluate the need for any additional controls on these properties. If there is a need for any additional controls, appropriate actions will be taken.
- Long-term monitoring would be conducted. Groundwater monitoring activities would be conducted quarterly for two years, semi-annually for the next three years, and annually thereafter. Monitoring activities would include groundwater potentiometric surface elevation gauging to assess groundwater flow direction, and groundwater sample collection and analysis for VOCs to assess COC concentrations over time and monitored natural attenuation (MNA) parameters (e.g., total organic carbon, nitrate, nitrite, sulfate, sulfide, ferric and ferrous iron, chloride, ethene, ethane, and methane).

9.2 Description of Alternatives/Remedy Components

9.2.1 Soil

9.2.1.1 Alternative S-1 – No Action

Estimated Capital Costs:	\$0
Annual O&M Costs:	\$0
Total Present Worth Costs:	\$0
Estimated time to construct:	None
Estimated time to achieve RAOs:	None

According to the NCP and EPA guidance, a No Action alternative must be considered. See 40 C.F.R. §300.430(e)(6). The No Action alternative is used as a baseline to compare other alternatives. Alternative S-1 includes no remedial action for the reduction, control, or monitoring of the migration of AER Site soil containing COCs.

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9.2.1.2 Alternative S-2: ISTD in Primary Source Zones 1 and 2; Engineered Cover Over Secondary Source Zones; and ICs.

Estimated Capital Costs:	\$3,600,000
Annual O&M Costs:	\$9,000
Total Present Worth Costs:	\$3,700,000
Estimated time to construct:	12 months
Estimated time to achieve RAOs:	12 months

Alternative S-2 implements the use of ISTD of COCs in soil to remove VOCs in the Primary Source Zone 1 (soil to a depth of 35 ft in polygon area GP-21/21R), Zone 2 (soil to a depth of 16 to 20 ft in polygon areas GP-8, GP-9, and GP-38), and Secondary Source Zone polygon GP-21 (soil to a depth of 4 ft bgs would be excavated and moved on top of ISTD treatment zones) (see Figure 21) to concentrations below the cleanup levels. All other polygon areas (Secondary Source Zones) contain VOC and PAH impacts above cleanup levels at maximum depths of 8 ft bgs and 4 ft bgs, respectively.

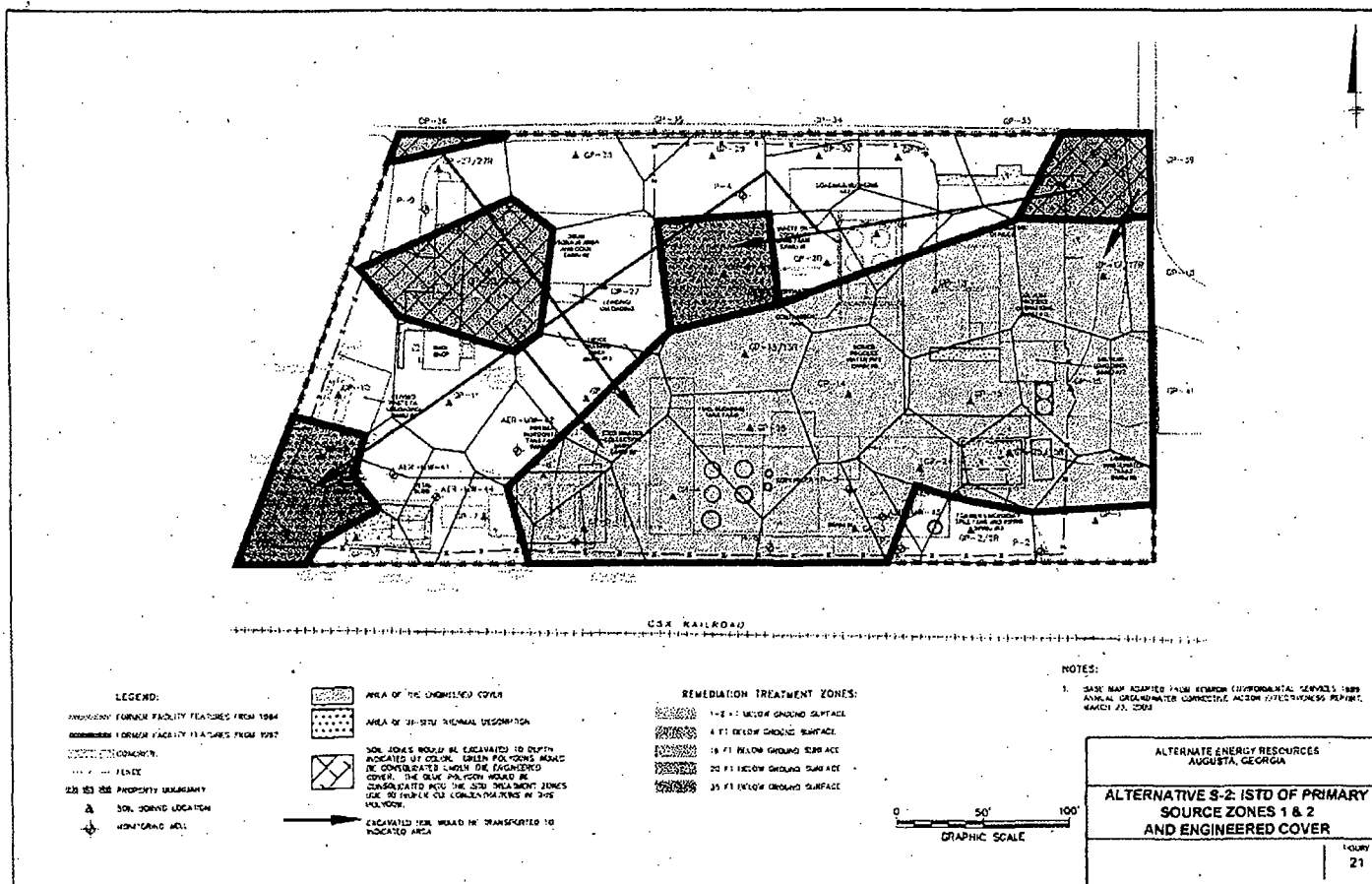
As part of the Remedial Design process, additional soil sampling would be performed adjacent to the currently planned treatment areas to further define the required ISTD zone. The ISTD treatment zone will be expanded to encompass soil zones where COC concentrations in soil are detected at concentrations above the cleanup levels at depths below 15 ft bgs. Accessible off-Property areas would be sampled where necessary for soil delineation. If above cleanup levels, these off-Property soil areas would be treated in conjunction with the on-Site soil remediation where EPA determines it to be practical and permitted. However, ISTD is not technically practical or cost effective to use on soil with only shallow impacts. Therefore, ISTD was not evaluated for treatment of Secondary Source Zones; instead, an engineered cover over these areas was evaluated under Alternative S-2.

Prior to construction of the treatment systems, soil from polygon GP-32 would be excavated to a depth of 4 ft bgs and consolidated above the Primary Source Zones 1 and 2 ISTD treatment areas. This polygon, although considered a Secondary Source Zone, was targeted for ISTD treatment due to the relatively large VOC mass contained in this zone. This consolidation is expected to raise the grade of polygons GP-21, GP-8, GP-9, and GP-38 by approximately 1.5 ft. This soil would be backfilled in GP-32 after completion of the ISTD treatment.

ISTD of the Primary Source Zones 1 and 2 would consist of the following design details. The surface area of Primary Source Zone 1 would be approximately 3,800 sq ft and the proposed depth of remediation would extend to the top of the groundwater table at approximately 35 ft bgs. The treatment zone surface area of Primary Source Zone 2 (polygons GP-8, GP-9, and GP-38) would be approximately 4,300 sq ft and

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would extend to a maximum depth of approximately 20 ft bgs. ISTD of these 2 impacted zones would involve remediation of approximately 7,900 CY of soil. Adding the approximate 400 CY from polygon GP-32 would increase the total volume of soil treated via ISTD to 8,300 CY.

This remediation alternative has the option of extending heating wells approximately 15 to 20 feet into the water table to a total depth of 50 to 55 ft bgs in Primary Source Zone 1, which is the primary source of groundwater impacts at the AER Site. Extending the remediation zone into the water table would have the potential added benefit of stimulating volatilization and removal of COCs from groundwater contained within approximately 2,500 CY of saturated soil below the water table.

The conceptual design of the ISTD remediation system includes the following items (the specific heating technologies to be used would be determined during the remedial design phase of the project):

- Placement of 2 ft of clean granular fill over the remediation area, followed by installation of a vapor barrier on top of the fill. These layers would be installed to reduce heat losses at the soil surface which could result in condensation of contaminant vapors in near surface soils and also to more effectively capture and treat vapors that may escape the soil surface.
- Installation of approximately 85 in-situ heating sources (likely either electrodes for electrical resistance heating or heater borings for thermal conduction heating) in a triangular pattern at an approximately 14 ft spacing, from just beneath the insulating vapor cover to a depth of approximately 35 ft bgs in Zone 1 and approximately 21 to 25 ft bgs in Zone 2. This heating field would raise the temperature of the remediation zone to the boiling point of water and boil off 60% of the pore water. The resulting steam stripping and vapor recovery would achieve COC concentrations in soil to below cleanup levels (e.g., 60 µg/kg for PCE and TCE).
- Small-diameter vapor extraction wells would be installed in the remediation zone and screened from near soil surface to approximately 33 ft bgs. The extracted vapors would be cooled to condense the steam and extracted fluids would be treated through liquid phase granular activated carbon (GAC) prior to discharge to the Publically Owned Treatment Works (POTW). The extracted non-condensable vapors would be discharged to the atmosphere with the option of treating with GAC as needed prior to release to meet air discharge requirements. Periodic sampling of the liquid and vapor discharge would be performed.

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Site preparation for construction of an engineered cover would be initiated after completion of the ISTD treatment. To reduce the surface area of the required cover, soil from polygons GP-23/23R, GP-36/36R, and GP-39 (approximately 300 CY) would be excavated to approximate depths of 1 to 2 ft bgs and consolidated on top of existing soil in the area of the planned cover. The entire AER Property would be graded to promote uniform surface water drainage to the south.

Two types of covers would be evaluated during the design process for the cover over soil with COC concentrations greater than cleanup levels that are not treated with ISTD: (1) low-permeability cap and (2) engineered vegetative evapotranspiration cover. The objective of the cover system is to limit water infiltration so that the generation of leachate is minimized. Each of these cover systems is described below.

A low-permeability cap would be constructed across approximately 1.1 acres (the remainder of the Secondary Source Zone) of the AER Property and graded to promote uniform surface water drainage to the south. The cap would consist of a composite liner covered with a layer of permeable soil to promote drainage and a vegetative soil layer to promote stability. Vents would be installed in the cap to prevent accumulation of COC vapors in soil and, thus, would prevent potential subsurface migration of soil vapors off the AER Property. The approximately 1.5 acres of the AER Property that is not capped would be covered with topsoil and re-seeded. Trees could also be planted in the un-capped portion of the property and allowed to grow to full size; thus transforming a previously industrial site into a beneficial green space.

An engineered vegetative evapotranspiration cover system is a long-term, self sustaining system of plants growing over materials that pose potential environmental risk that reduces risk to an acceptable level and requires minimal maintenance. This type of cover system is composed of soil and plants engineered to maximize the available storage capacity of soil, evaporation rates, and transpiration processes of plants to minimize water infiltration. At the AER Site, risk reduction would be achieved by the reduction of leachate formation or movement.

ICs would be implemented to restrict AER Property use to commercial, industrial, and/or recreational purpose. In addition, ICs would ensure that the engineered cover component of the remedy would remain undisturbed.

Operation and Maintenance (O&M) Components

Subsurface soil sampling activities would be conducted at completion of the ISTD remediation to confirm COC mass removal. ISTD remediation time could be extended if the cleanup levels have not been met at the time of the soil sampling. When RAO achievement has been confirmed, the ISTD remediation system would be

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decommissioned; all wells would be properly abandoned, all remediation equipment would be removed. Estimated time to achieve cleanup levels, including system installation, start-up, remediation, cool-down, and system removal is approximately eight months. An additional four months would be needed to complete the cap.

For the cap, annual O&M activities would incorporate periodic inspections and long-term measures for erosion control at the AER Property. Silt fencing, light rock cover, and other rip rap placement would be implemented, as necessary, to protect surface soil stability. Additionally, fertilization and replanting of the vegetative cover may be necessary for several years or until the replanted area becomes mature and more self-sustaining. Monitoring of these areas may include pruning, mowing, and other maintenance depending on plant variety. Patches of dead vegetation or visible bare spots would be re-seeded such that growth over 95 percent of the seeded area is maintained. In all cases, seed type, fertilizer, lime, and the agricultural test report would be in compliance with local, state, and federal regulations.

Expected Outcomes

Alternative S-2 is effective at reducing the toxicity, mobility and volume of the contaminants in soil at the AER Property. Soil toxicity, mobility, and volume is reduced during the ISTD remediation phase, with lasting effect, as a result of the removal and treatment of the majority of the total VOC mass present in soil at concentrations above the cleanup levels on the AER Property. The mobility of low-level threat COCs remaining in soil at the AER Property would be reduced by an engineered cover which would limit the ability of contaminants to leach into groundwater.

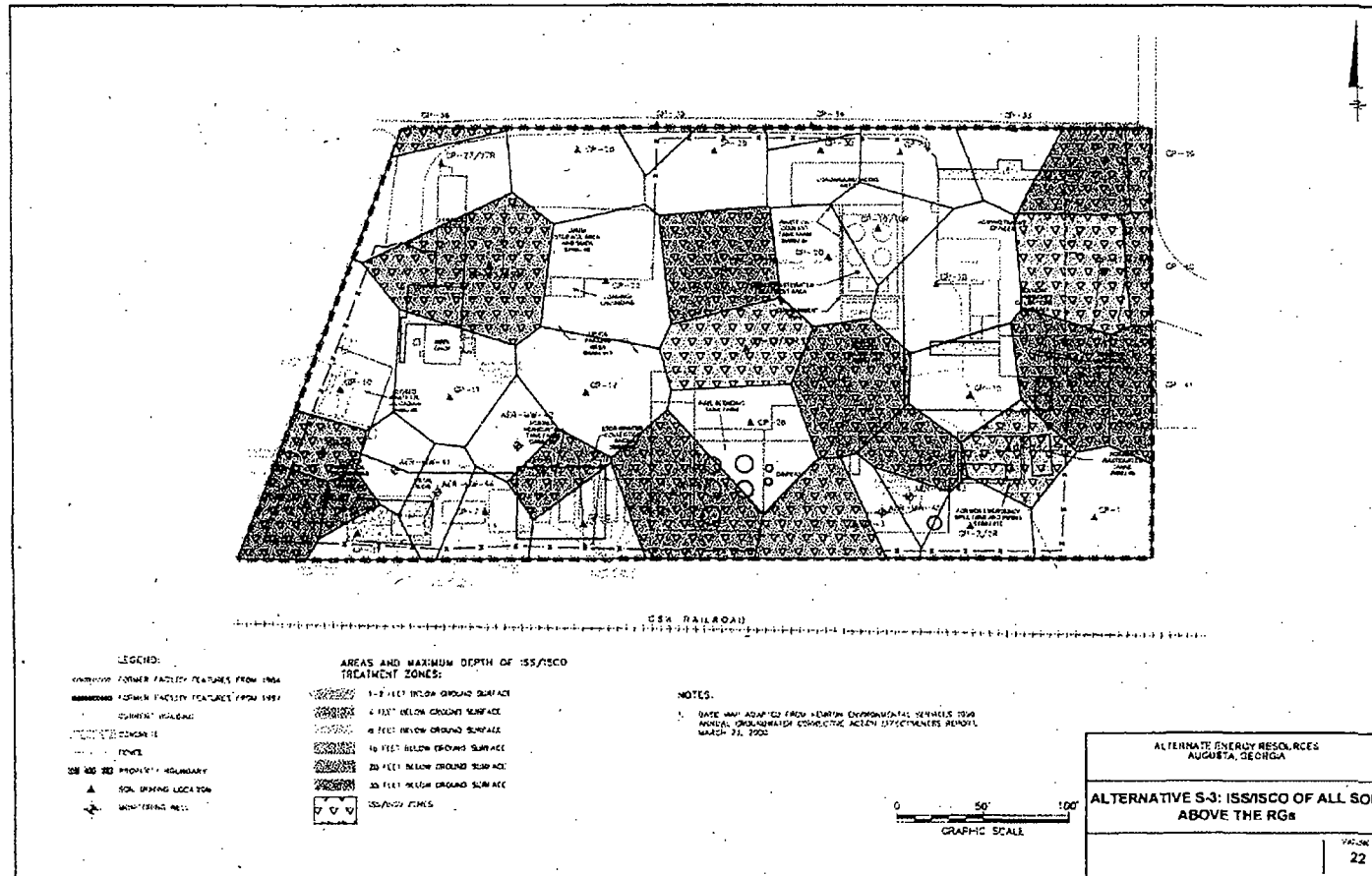
Key ARAR

The key ARAR for this alternative is the Federal law/regulation for the design and construction of a landfill cover – 40 C.F.R §264.310(a).

9.2.1.3 Alternative S-3: ISS and ISCO of All Soil Above Cleanup Levels, and ICs.

Estimated Capital Costs:	\$3,700,000
Annual O&M Costs:	\$4,000
Total Present Worth Costs:	\$3,700,000
Estimated time to construct:	6 months
Estimated time to achieve RAOs:	6 months

Alternative S-3 implements the use of ISS/ISCO of COCs in soil to destroy or immobilize VOC mass in all soil containing COCs at concentrations above the cleanup levels. The conceptual design assumptions are presented in **Figure 22**.



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ISS and ISCO is essentially a blend of the two technologies wherein strong oxidants are introduced to the subsurface that react chemically with the COCs to transform them to less toxic compounds. Additional stabilizing agents are added upon completion of the oxidation mixing process to immobilize remaining COCs in wet or dry media and produce a stable mass. The oxidation process takes place initially to reduce contaminant mass in the subsurface. Soils are mixed (e.g., bucket mixing or auger mixing) to provide adequate soil/reagent contact.

Following receipt of post ISCO treatment soil analysis, soils are mixed with solidifying reagents (e.g., cement-based methods, silicate-based (pozzolanic) materials, etc.) in-place with the same system. Typically, this blended technology reduces contaminant mass by destroying constituents, followed by encapsulating the remaining constituents in the soil into a dense, homogeneous, low-porosity structure that reduces their mobility. Because a reagent must be added to the soil, the volume of treated material may be greater than the original material volume by as much as 30 to 50 percent. This process is readily available, but costs vary depending on the amount of oxidant necessary to destroy contaminant mass to proposed cleanup levels and the time frame necessary to allow adequate treatment to occur before solidification can be implemented.

The COCs found at the AER Site can be oxidized to harmless by-products using the methodology discussed above. This process is fast enough to support rapid contaminant destruction, but slow enough to enable better distribution in the subsurface. Different approaches could be used to mix the reagents into the soils depending on the depth of treatment, including: (1) rotary soil blending using crane- or track-mounted, large-diameter augers to create overlapping vertical columns of treated soil or (2) shallow soil mass mixing using excavator-mounted soil mixing tools. The use of multiple methods provides a flexible, more advantageous mixing program due to the varied reaction times for different reagents and the varying moisture conditions with depth. Various reagents can be mixed into the soils to achieve the necessary physical and chemical requirements for treatment. Addition of reagents such as Portland cement creates a firm soil structure at the conclusion of the process.

The physical and chemical characteristics of the reagents and the material to be treated can affect the selection of mixing equipment and the level of effort needed for adequate mixing. An in-situ mixing operation would not require the potentially large operating footprint. ISS and ISCO of the impacted zones would involve remediation of approximately 14,500 CY of soil. As part of the Remedial Design process, additional soil sampling would be performed around the areas to be treated to pre-define the required ISS and ISCO zones. If COC concentrations above the cleanup levels are detected in soil samples collected outside of the currently planned remediation zones, then the remediation zone will be expanded to encompass these areas.

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A treatability study would be conducted to determine the optimal blend of ISS and ISCO reagents to treat soils in the various impacted zones. Several variables may affect the reagent blend including: chemical oxidant demand, soil type, and the concentration of COCs relative to cleanup levels. For example, excluding chemical oxidant demand and soil type, zones with higher COC concentrations (e.g., polygon GP-21/21R) will tend to require a more concentrated dose of ISCO reagent to reduce concentrations to the cleanup level, whereas zones with lower COC concentrations (e.g., polygon GP-4 with TCE at 80 µg/kg versus the cleanup level of 60 µg/kg) would receive a lower dose of ISCO reagent. Additionally, the shallow Secondary Source Zones would rely more on the immobilization component of the ISS treatment than on the ISCO treatment.

A pilot study would be conducted to field test ISS and ISCO reagent mixes developed during the treatability study, reagent application rates and delivery methods, and the overall implementability and effectiveness of the technology at the pilot scale.

ICs would be implemented to restrict AER Property use to commercial, industrial, and/or recreational purpose.

Operation and Maintenance (O&M) Components

At completion of the soil treatment, the entire Site would be graded to promote uniform drainage to the south; topsoil would be imported and seeded with grass to promote stability. Fertilization and replanting of the vegetative cover could be necessary for several years or until the replanted area becomes mature and more self-sustaining.

Expected Outcomes

Soil toxicity, mobility, and contaminant volume is reduced during the ISCO portion of treatment, with lasting effect, as a result of the treatment of 100% of the soil containing COCs present at concentrations above the cleanup levels. The mobility of any residual COCs in the treated soil zones would be further reduced through immobilization during the ISS portion of the treatment.

This remedy would enable the AER Property to be reused for commercial, industrial and recreational purposes.

Key ARAR

The key ARAR for this alternative is the Georgia law/regulation associated with Class V Injection Wells – GA Rule 391-3-6.13.

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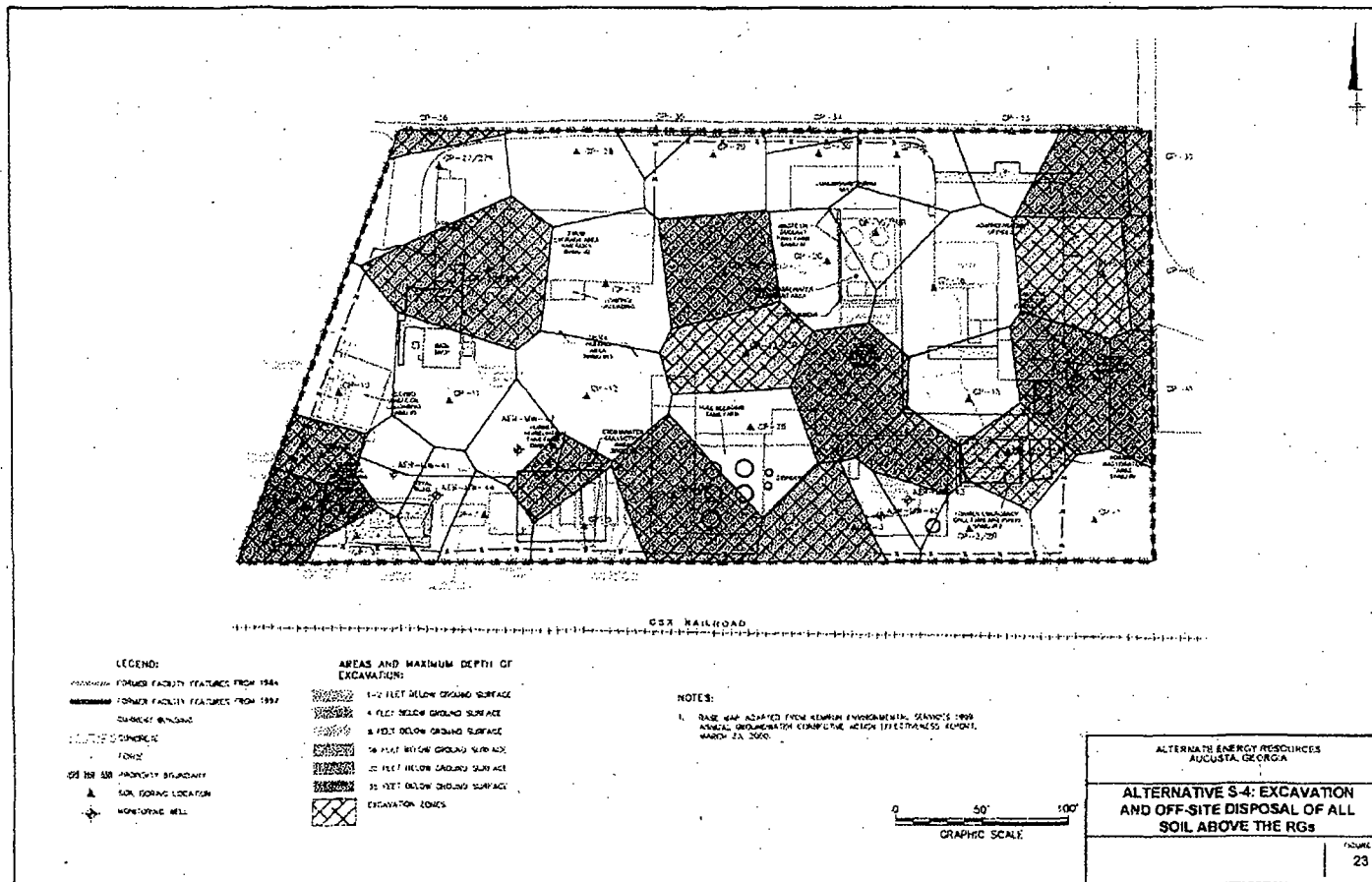
9.2.1.4 Alternative S-4: Excavation and Off-Site Disposal of All Soil Above the Cleanup Levels and ICs.

Estimated Capital Costs:	\$7,500,000
Annual O&M Costs:	\$4,000
Total Present Worth Costs:	\$7,600,000
Estimated time to construct:	6 months
Estimated time to achieve RAOs:	6 months

Alternative S-4 would involve complete excavation of all soil containing COCs at concentrations above the established cleanup levels (approx 14,500 CY of soil over an approx 50,000 sq ft area of the AER Property), off-Site disposal of excavated soil, and ICs to limit AER Property use to commercial, industrial, and/or recreational purpose (Figure 23).

As part of the Remedial Design process, additional soil sampling would be performed around the area to be excavated to pre-define the actual excavation area and depth and to characterize the soil for off-Site disposal. For delineation purposes, additional soil samples would be collected and analyzed for VOCs. For disposal purposes, sampling frequency for soil characterization will include approximately one sample per 500 CY of soil with the actual sampling frequency to be determined once a disposal facility is selected. Soil samples will be analyzed for TCLP VOCs and hazardous characteristics (ignitability, corrosivity, and reactivity). The excavated soil could then be directly loaded into trucks for transport and disposal. Approximately 1,200 truck-loads of excavated soil would be transported off-Site for landfill disposal, and approximately 1,200 truck-loads of clean fill material would be transported to the AER Property for backfill of the excavation pits.

The volume of excavated soil that has the potential to be characterized as hazardous was quantified based on existing data of VOC (primarily PCE and TCE) concentrations in soil. The soil VOC concentrations were compared to concentrations that have the potential to exceed Toxicity Characteristic Leaching Procedure (TCLP) regulatory levels (PCE - 0.7 mg/L and TCE - 0.5 mg/L). A standard dilution factor of 20 (based on the dilution associated with the TCLP extraction and analysis) was used to back-calculate the total VOC concentration in soil that, if 100% of the VOCs were leachable, would result in an exceedence of the TCLP regulatory levels. Therefore, soil containing total PCE or TCE above 14 mg/kg or 10 mg/kg, respectively was considered to have the potential to be hazardous for the purposes of estimating likely volumes of hazardous/non-hazardous soil that would be excavated.



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The Waste Management Subtitle C landfill in Emelle, Alabama may accept soil containing up to 60 mg/kg PCE or TCE without requiring soil treatment. As a result, of the approximately 5,600 CY (8,400 tons) of soil that will likely be characterized as hazardous, approximately 1,900 CY (2,850 tons) may require some amount of treatment prior to disposal in a hazardous waste landfill. Initial Site activities would require sheet piling around the extent of deeper excavation in Primary Source Zones for wall stability in lieu of sloping the excavation walls back at a 3 to 1 angle. Sheet piling is a preferred method for sidewall stability due to the generally small size of the excavation cells, whereas sloping the sidewalls would require nearly twice the total volume of soil excavation.

Operation and Maintenance (O&M) Components

At completion of all soil excavation and backfilling activities, topsoil would be imported, graded, and seeded with grass to promote stability. Fertilization and replanting of the vegetative cover could be necessary for several years or until the replanted area becomes mature and more self-sustaining.

Expected Outcomes

Alternative S-4 is highly effective at reducing the long-term mobility of the contaminants in soil on the AER Property by removal and disposal at a secure landfill of 100% of the COCs present in soil at concentrations above the cleanup levels.

Key ARAR

The key ARAR for this alternative is the Georgia law/regulation associated with transportation of hazardous wastes off-Site – GA Rule 391-3-11-.08(2).

9.2.1.5 Alternative S-5 – ISTD in Primary Source Zones 1 and 2; Excavation and Off-Site Disposal of Secondary Source Zones; and ICs.

Estimated Capital Costs:	\$5,800,000
Annual O&M Costs:	\$4,000
Total Present Worth Costs:	\$5,800,000
Estimated time to construct:	12 months
Estimated time to achieve RAOs:	12 months

Alternative S-5 implements the use of ISTD in soil to remove VOCs in the Primary Source Zones 1 and 2 to concentrations below the cleanup levels. Excavation, transport and off-Site disposal of impacted soil from secondary source zones would be performed after the primary treatment technology was completed. The conceptual

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design assumptions for Alternative S-5 are presented in **Figure 24** and are described below. Implementation of ISTD under Alternative S-5 within the Primary Source Zones would be identical to the ISTD process described in Alternative S-2 with the exception that soil from polygon area GP-32 would not be consolidated onto the ISTD treatment area, but would be excavated and transported off-Site for disposal in a secure landfill along with soil from all other Secondary Source Zones. After completion of ISTD treatment in the primary source zones, the Secondary Source Zones would be excavated for off-Site disposal. Excavation, disposal, confirmation sampling, and backfilling would be conducted in a manner similar to the activities described in Alternative S-4. The same criteria for waste characterization as described in S-4 were used for S-5 to calculate the estimated soil volume that may require disposal at a hazardous Subtitle C landfill and soil volume that may require treatment prior to disposal. These calculations resulted in an estimated 1,800 CY of soil requiring Subtitle C disposal and an estimated 500 CY of soil requiring pre-treatment.

ICs would be implemented to restrict AER Property use to commercial, industrial, and/or recreational purpose.

Operation and Maintenance (O&M) Components

At completion of the backfilling activities topsoil would be imported, graded, and seeded with grass to promote stability. Fertilization and replanting of the vegetative cover could be necessary for several years.

Expected Outcomes

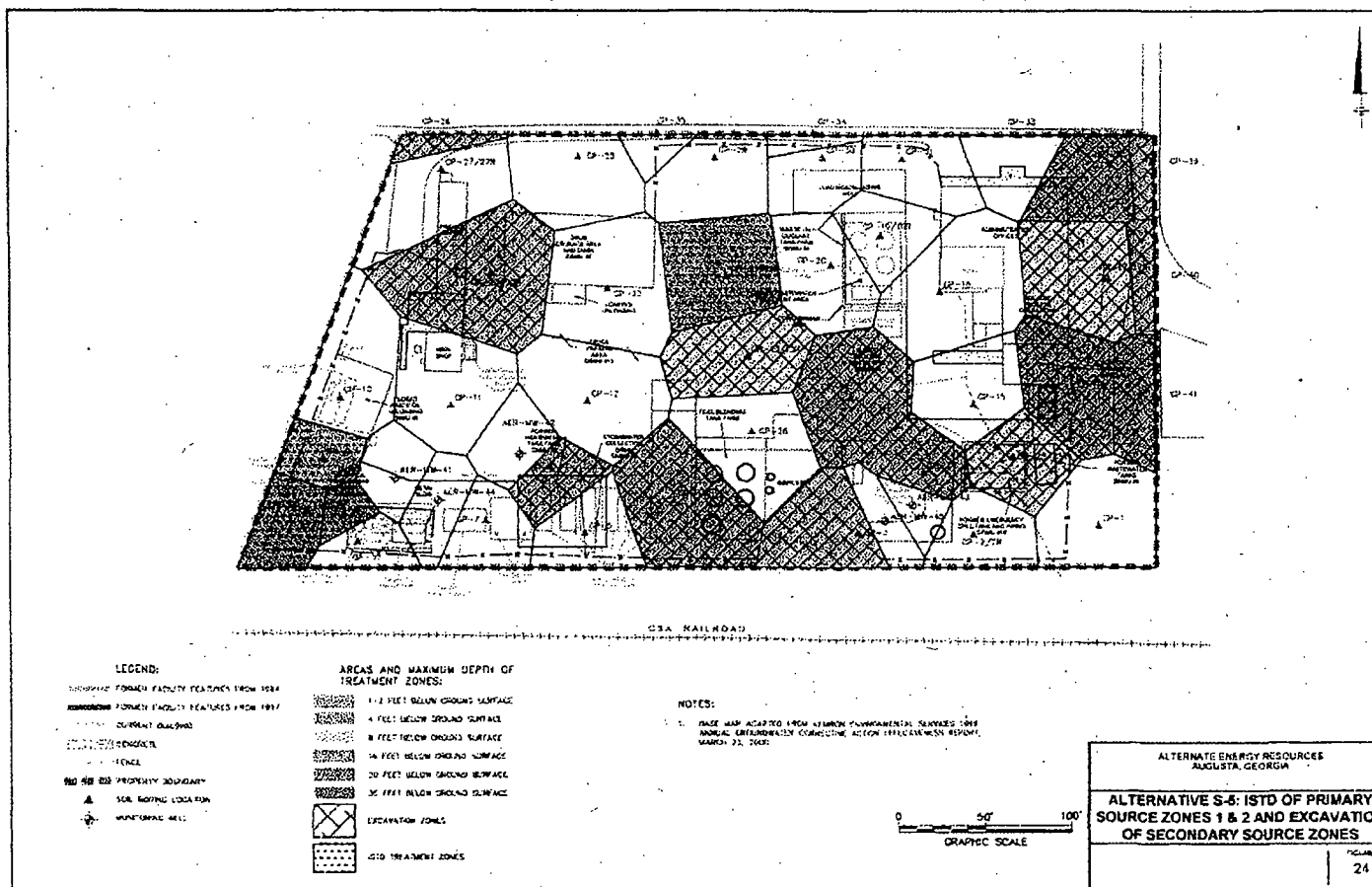
This remedy would enable the AER Property to be reused for commercial, industrial and recreational purposes.

Key ARAR

The key ARAR for this alternative is the **Federal** law/regulation associated with management of remediation wastes on-Site— 40 C.F.R. §264.554.

9.2.1.6 Alternative S-6 – ISTD in Primary Source Zones 1 and 2; ISS and ISCO of Secondary Source Zones; and ICs.

Estimated Capital Costs:	\$4,200,000
Annual O&M Costs:	\$4,000
Total Present Worth Costs:	\$4,200,000
Estimated time to construct:	12 months
Estimated time to achieve RAOs:	12 months



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Alternative S-6 implements the use of ISTD to remove VOCs in the Primary Source Zones 1 and 2 to concentrations below cleanup levels. ISS and ISCO would be subsequently implemented in the Secondary Source Zones to destroy or immobilize the remaining COCs. The conceptual design assumptions for Alternative S-6 are presented in **Figure 25**. Implementation of ISTD under Alternative S-6 would be identical to the ISTD process described in Alternative S-2 with the exception that soil from polygon area GP-32 would not be consolidated onto the ISTD treatment area, but would be treated by ISS and ISCO along with soil from all other secondary source zones. After completion of the ISTD treatment in the Primary Source Zones 1 and 2, ISS and ISCO (including a pre-design treatability study) would be implemented in the Secondary Source Zones in a manner similar to the ISS and ISCO process described in Alternative S-3.

ICs would be implemented to restrict AER Property use to commercial, industrial, and/or recreational purpose.

Operation and Maintenance (O&M) Components

At completion of the soil treatment and re-grading activities, topsoil would be imported, graded, and seeded with grass to promote stability. Fertilization and replanting of the vegetative cover could be necessary for several years or until the replanted area becomes mature and more self-sustaining.

Expected Outcomes

This remedy would enable the AER Property to be reused for commercial, industrial and recreational purposes.

Key ARAR

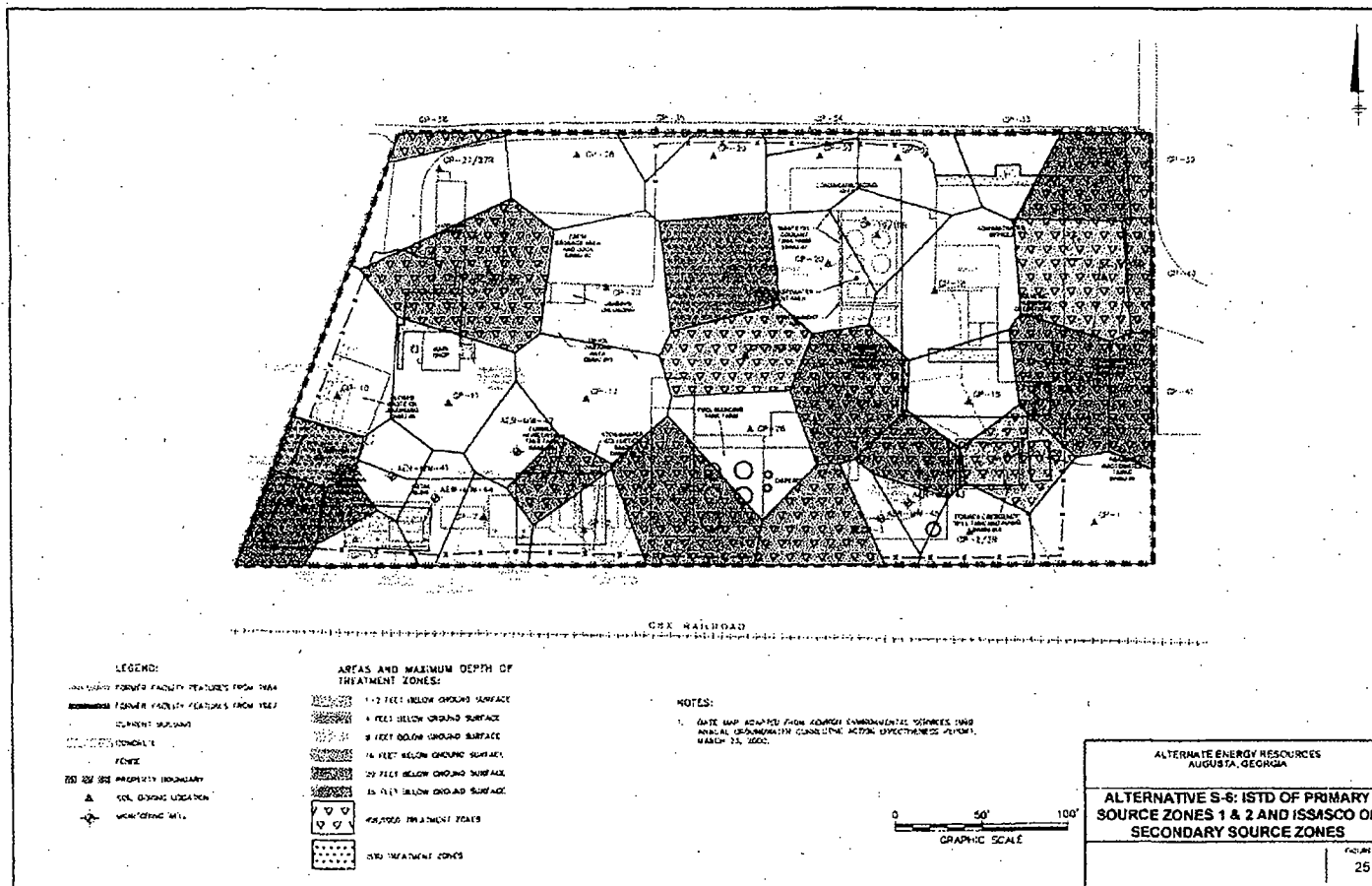
The key ARAR for this alternative is the **Federal** law/regulation associated with management of remediation wastes on-Site— 40 C.F.R. §264.554.

9.2.1.7 Alternative 7 – ISS and ISCO of Primary Source Zones 1 and 2; Engineered Cover Over Secondary Source Zones; and ICs.

Estimated Capital Costs:	\$4,200,000
Annual O&M Costs:	\$4,000
Total Present Worth Costs:	\$4,200,000
Estimated time to construct:	12 months
Estimated time to achieve RAOs:	12 months

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Alternative S-7 implements ISS and ISCO for treatment of COC mass in the Primary Source Zones 1 and 2 and in Secondary Source Zone polygon GP-32. An engineered cover would be installed over Secondary Source Zones to reduce mobility of the remaining shallow COCs present in soil at concentrations above cleanup levels. The conceptual design assumptions for Alternative S-7 are presented in **Figure 26** and are described below.

The implementation of ISS and ISCO in Alternative S-7 within primary source Zones 1 and 2 would be identical to the ISS and ISCO process described in Alternatives S-3. Additionally, Secondary Source Zone GP-32 would be treated with ISS and ISCO due to the relatively large percentage of VOC mass contained in this area. ISS and ISCO of these impacted zones would involve remediation of approximately 8,300 CY of soil. At completion of the ISS and ISCO portion of treatment, an engineered cover system would be constructed over the secondary source areas. This engineered cover system would be identical to the engineered cover system described in Alternative S-2, and would be implemented to limit water infiltration through soils that contain COC concentrations above the cleanup levels.

ICs would be implemented to restrict AER Property use to commercial, industrial, and/or recreational purpose. In addition, ICs would ensure that the engineered cover component of the remedy would remain undisturbed.

Operation and Maintenance (O&M) Components

Topsoil would be placed over the approximately 1.5 acres of the Property that does not contain the engineered cover and would be re-seeded. It would be important to maintain healthy vegetation on the approximately 1.1 acre cover to prevent erosion during rain events. For this reason, monitoring of these areas may include pruning, mowing, and other maintenance depending on plant variety. During these events, patches of dead vegetation or visible bare spots would be re-seeded such that growth over 95 percent of the seeded area is maintained.

Expected Outcomes

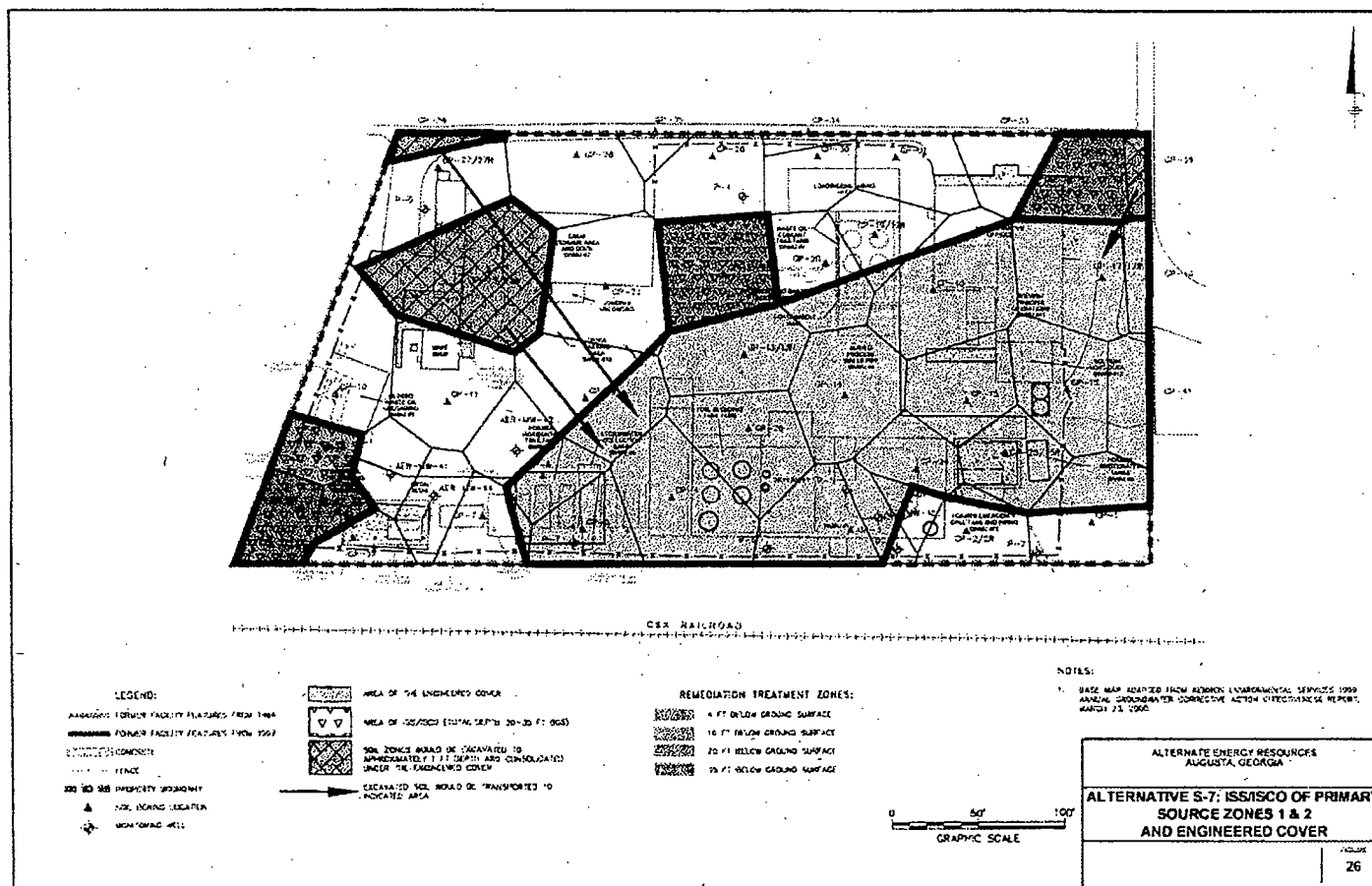
This alternative would permanently reduce the mobility, toxicity, and volume of contaminated soil through destruction of COC mass; and it would reduce the mobility of residual COCs through ISS and the engineered cover.

Key ARAR

The key ARAR for this alternative is the **Federal** law/regulation associated with management of remediation wastes on-Site— 40 C.F.R. §264.554.

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Estimated Capital Costs:	\$0
Annual O&M Costs:	\$0
Total Present Worth Costs:	\$0
Estimated time to construct:	None
Estimated time to achieve RAOs:	33 years

According to the NCP and EPA guidance, a No Action alternative must be considered. See 40 C.F.R. § 300.430(e)(6). The No Action alternative is used as a baseline to compare other alternatives. Alternative GW-1 includes no remedial action for the reduction, control, or monitoring of potential future human health risks associated with AER Site groundwater.

9.2.2.2 Alternative GW-3 – MNA Performance Evaluation; and ICs

Estimated Capital Costs:	\$46,000
Annual O&M Costs:	\$73,000
Total Present Worth Costs:	\$1,200,000
Estimated time to construct:	1 month
Estimated time to achieve RAOs:	33 years

Alternative GW-3 combines an MNA performance evaluation following remediation of the soil source of VOCs to groundwater along with ICs to protect human health. The conceptual design assumptions for Alternative GW-3 are described below.

MNA performance evaluation of residual COCs in groundwater would be conducted using the existing monitoring well network. MNA relies on naturally existing physical (e.g., dilution, dispersion, volatilization), chemical (e.g., hydrolysis, precipitation), and biological processes to reduce contaminant concentrations in groundwater over time. Long-term monitoring of these processes would be conducted to monitor and assess the effectiveness of this alternative. Groundwater monitoring activities would be conducted quarterly for two years and semi-annually for the next three years and yearly thereafter. Monitoring activities would include groundwater potentiometric surface elevation gauging to assess groundwater flow direction and groundwater sample collection and analysis for VOCs to assess COC concentrations over time and MNA parameters (e.g., total organic carbon, nitrate, nitrite, sulfate, sulfide, ferric and ferrous iron, chloride, ethene, ethane, and methane) to evaluate other evidence that MNA is occurring and that aquifer conditions are suitable for MNA.

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The first 5-year review would include an evaluation to determine if there is basis to continue MNA or if the ROD should be amended to pursue alternate remedial strategies. If the data suggest that RAOs would not be achieved in a reasonable timeframe then other active remediation alternatives would be evaluated to achieve RAOs more quickly; otherwise, MNA would be implemented as a final remedy for the AER Site. Additionally, the six extraction wells located on the AER Property would be abandoned by filling each well with grout to reduce potential downward migration of COCs through the screened boreholes. The wells are approximately 50 to 60 feet deep and are screened across approximately 25 feet of the water table. ICs (such as restrictive covenants) would also be implemented in order to restrict future withdrawal of groundwater from the AER Property, and a City of Augusta ordinance will prohibit the installation of new groundwater wells at the AER Site.

Operation and Maintenance (O&M) Components

Groundwater monitoring activities would be conducted quarterly for two years, semi-annually for the next three years, resulting in a total performance evaluation monitoring period of five years.

Expected Outcomes

This alternative would achieve groundwater RAOs in the long-term in conjunction with a soil remediation alternative.

Key ARAR

The key ARAR for this alternative is the Federal law/regulation associated with monitoring wells – 40 C.F.R. §264.97(c).

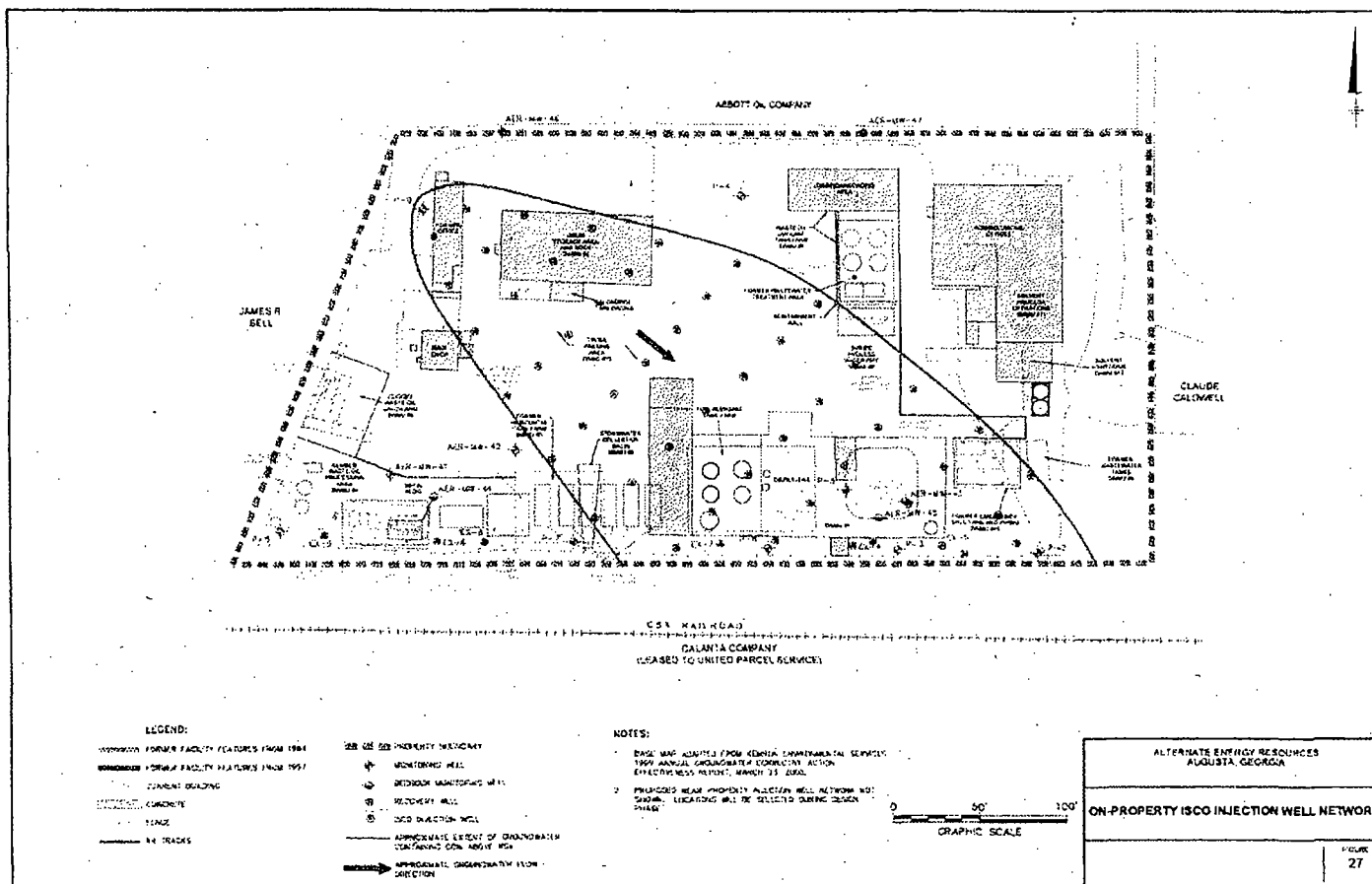
9.2.2.3 Alternative GW-4 – ISCO of On- and Near-Property Groundwater; Monitoring and ICs.

Estimated Capital Costs:	\$1,300,000
Annual O&M Costs:	\$670,000 (yrs 1-3); \$60,000 (yrs 4-30)
Total Present Worth Costs:	\$3,900,000
Estimated time to construct:	4-12 months
Estimated time to achieve RAOs:	27 years

Alternative GW-4 combines the use of ISCO by injection of a chemical oxidant solution into impacted areas of the aquifer, implementation of ICs, and monitoring of groundwater. The conceptual design assumptions for Alternative GW-4 are presented in **Figure 27** and are described below.

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An ISCO pilot test would be performed to support full-scale design of the remediation system. The pilot test would involve collecting soil samples for laboratory testing of oxidant requirements, installation of one injection well and two additional monitor wells in close proximity (within 15 ft) of the injection well, and an injection and sampling evaluation. The pilot test would assess the ability to distribute the oxidant solution into the aquifer and the effect on COC concentrations in groundwater. Information obtained during the pilot study would be used to improve full-scale implementation of the technology, or, in the unlikely event that the technology is not effective, allow changes to be made before the technology is fully implemented at the AER Site. The full scale system would be likely comprised of approximately 50 injection wells screened from 35 to 50 ft bgs targeted at areas of impacted groundwater on the AER Property and approximately 40 injection wells in the downgradient groundwater adjacent to the AER Property ("Near-Property" area) with elevated COC concentrations. The chemical oxidants have a relatively short residence time in the aquifer and therefore a densely spaced injection well network would be required in the impacted zones. Several injection events may be required to achieve COC reduction goals.

Results of the pilot test would guide the design of the complete on-Property injection system, which is expected to resemble the injection well network depicted earlier. Additional off-Property groundwater delineation would be required prior to design of the off-Property injection well network. This additional off-Property groundwater data would be utilized to design an appropriate off-Property injection system. As a result of the current uncertainties in the off-Property areas, the conceptual layout of the off-Property well network was not depicted.

ICs (such as restrictive covenants) would also be implemented in order to restrict future withdrawal of groundwater from the AER Property, and a City of Augusta ordinance will prohibit the installation of new groundwater wells at the AER Site.

Operation and Maintenance (O&M) Components

Groundwater monitoring activities would be conducted quarterly for two years, semi-annually for the next three years, and annually thereafter.

Expected Outcomes

Alternative GW-4 is effective at reducing toxicity and volume by destroying COCs in groundwater from targeted areas on and adjacent to/immediately downgradient of the AER Property with elevated concentrations. Based on groundwater modeling performed for the AER Site, average COC concentrations in the AER Site groundwater plume would decrease to below cleanup levels in approximately 27 years. This model assumes that there is no continued source of COCs to groundwater from AER Property

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soils, and that Alternative GW-4 lowers COC concentrations in the on-Property plume to below cleanup levels after 3 years of treatment.

Key ARAR

The key ARAR for this alternative is the **Federal** law/regulation associated with the Safe Drinking Water Act – 40 C.F.R. Part 141.61(a).

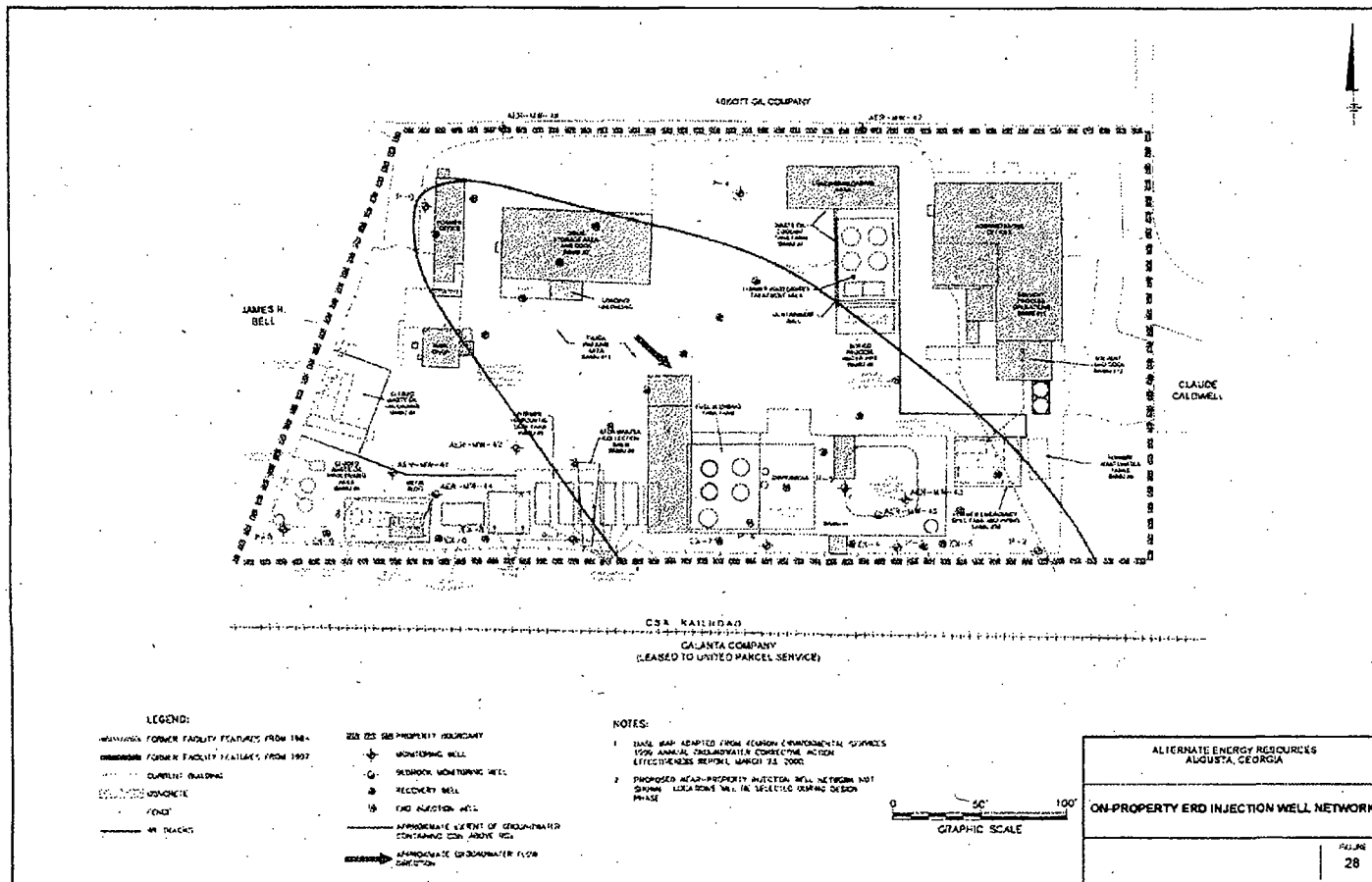
9.2.2.4 Alternative GW-5 – ERD of On- and Near-Property Groundwater; Monitoring and ICs.

Estimated Capital Costs:	\$900,000
Annual O&M Costs:	\$380,000 (yrs 1-4); \$60,000 (yrs 4-30)
Total Present Worth Costs:	\$3,100,000
Estimated time to construct:	2-3 years
Estimated time to achieve RAOs:	27 years

Alternative GW-5 combines the use of ERD in on- and near-Property groundwater, monitoring and implementation of ICs. The conceptual design assumptions for Alternative GW-5 are presented in **Figure 28** and are described below.

ERD of COCs in on- and near-Property groundwater would be conducted subsequent to the soil remediation. ERD implementation would involve an initial pilot test to refine the full-scale design parameters. The pilot test would involve installation of two injection wells near the southern property boundary. The injection wells would be screened from approximately 35 to 50 ft bgs. Four additional shallow monitoring wells would be installed in areas downgradient of the injection wells to monitor groundwater conditions in response to the initial injection treatments. Injection of dilute organic carbon substrate solution would be performed three times over a three month period and samples would be collected monthly from the monitoring wells for analysis of VOCs, biogeochemical parameters (Ferric/ferrous iron, nitrate, nitrite, sulfate, sulfite, total organic carbon (TOC), ethene, ethane, and methane), and the presence of microorganisms necessary for reductive dechlorination.

Pilot test data would be evaluated to optimize the design of the full-scale system. If injection wells are installed within clay layers that will not accept the required injection volumes of ERD solution, alternate injection wells will be installed to target sandy zones in the aquifer. Information obtained during the pilot study would be used to improve full-scale implementation of the technology, or, in the unlikely event that the technology is not effective, allow changes to be made before the technology is fully implemented at the Site. Full-scale ERD design and implementation procedures may vary but would involve installation of approximately 20 injection wells on the AER Property and



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15 injection wells hydraulically downgradient of the AER Property targeting areas of groundwater containing elevated concentrations of COCs. Additional off-Property groundwater delineation would be required prior to design of the off-Property injection well network. These additional off-Property groundwater data in conjunction with further evaluation of off-Property accessibility and owner consent would be utilized to design an appropriate off-Property injection system. As a result of the current uncertainties in the off-Property areas, the conceptual layout of the off-Property well network was not depicted.

Addition of the organic carbon solution is designed to stimulate naturally-occurring microorganisms, deplete oxygen and other available electron acceptors, and thereby establish and maintain anaerobic and reducing conditions in groundwater. The reduced conditions and stimulated microbial activity would promote degradation of the COCs to dechlorination end-product ethene. The ERD in-situ remediation zone would extend to downgradient areas as the carbon solution migrates with groundwater flow. The groundwater flow would direct the remediation solution along the same aquifer flow paths taken by the COCs, thus maximizing the remedial effect of the established reductive zone.

ICs (such as restrictive covenants) would also be implemented in order to restrict future withdrawal of groundwater from the AER Property, and a City of Augusta ordinance will prohibit the installation of new groundwater wells at the AER Site.

Operation and Maintenance (O&M) Components

It was assumed that injections of dilute organic carbon substrate solution would be performed quarterly for approximately 3 years. Actual period of injections may be less pending evaluation of the operational parameters. Quarterly monitoring of VOCs and biogeochemical parameters would also be conducted in nearby monitoring wells to assess remediation performance and to refine the injection program if necessary. Groundwater monitoring activities would be conducted quarterly for two years, semi-annually for the next three years, and annually thereafter.

Expected Outcomes

Alternative GW-5 is effective at reducing mobility, toxicity, and volume by treating COCs in groundwater from targeted areas on and adjacent to/immediately downgradient of the AER Property with elevated concentrations of COCs. ICs would limit the risk of potential human exposure to COCs in groundwater. The timeframe for ERD remediation is approximately three to five years, and is designed to shorten the period required to achieve RAOs. Based on groundwater modeling performed for the Site, average COC concentrations in the AER Site Plume would decrease to below

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cleanup levels in approximately 27 years with implementation of Alternative GW-5. This model assumes that there is no continued source of COCs to groundwater from AER Property soils and that Alternative GW-5 lowers COC concentrations in the On-Property plume to below cleanup levels after four years of treatment.

Key ARAR

The key ARAR for this alternative is the Federal law/regulation associated with the Safe Drinking Water Act – 40 C.F.R. Part 141.61(a).

9.2.2.5 Alternative GW-6 – Extraction, Treatment, and Discharge of On- and Near-Property Groundwater; Monitoring and ICs.

Estimated Capital Costs:	\$720,000
Annual O&M Costs:	\$200,000 (yrs 1-10)
Total Present Worth Costs:	\$3,100,000
Estimated time to construct:	None
Estimated time to achieve RAOs:	30 years

Alternative GW-6 combines the use of extraction, treatment, and discharge of on- and near-Property groundwater; monitoring and implementation of ICs at the AER Site. The conceptual design assumptions for Alternative GW-6 are presented in Figure 29 and are described below.

After completion of the selected soil remediation alternative, a groundwater treatment system would be constructed on the AER Property if it is determined that extracted groundwater cannot be discharged directly to the sanitary sewer due to pretreatment permit requirements. The system would consist of an air stripper that discharges treated groundwater to the POTW. The treated groundwater may require secondary treatment with granular activated carbon (GAC) prior to POTW discharge depending on air stripper effectiveness and discharge limits. Vapors from the air stripper would be discharged directly to the atmosphere or treated with GAC depending on vapor concentrations and state and local discharge limits.

The six existing extraction wells along the south side of the AER Property would be utilized to extract groundwater. Extraction wells EX-7, EX-4, and EX-5 are located hydraulically downgradient of the apparent primary source area and will likely catch a significant portion of the plume. Extraction wells EX-6, EX-8 and EX-9 are side gradient to the apparent primary source area and may or may not capture a significant portion of the COC mass, but will likely establish a more significant hydraulic barrier at the

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southern property boundary. Three extraction wells (EX-1, EX-2, and EX-3) currently existing in the near-downgradient area to the AER Property would be also utilized to extract near-property groundwater. A second extraction and treatment system building may be constructed near these wells due to the presence of the railroad tracks between this area and the AER Property. Details of the groundwater extraction systems would be evaluated further during the remedial design phase to optimize performance.

Groundwater would be pumped from the extraction wells to the treatment buildings and would be analyzed periodically to assess optimization of the extraction systems. It is expected that COC mass removal rates would decline steadily during the groundwater extraction phase in response to the completed soil remediation.

ICs (such as restrictive covenants) would also be implemented in order to restrict future withdrawal of groundwater from the AER Property, and a City of Augusta ordinance will prohibit the installation of new groundwater wells at the AER Site.

Operation and Maintenance (O&M) Components

At completion of the groundwater extraction activities, the six extraction wells located on the AER Property would be abandoned.

Expected Outcomes

Alternative GW-6 would permanently reduce the toxicity and volume of COCs and would temporarily reduce mobility of COCs in groundwater.

Key ARAR

The key ARAR for this alternative is the Federal law/regulation associated with the Safe Drinking Water Act – 40 C.F.R. Part 141.61(a).

9.3 Distinguishing Features

Distinguishing features among the alternatives include:

For soil:

- Alternatives 2, 3, 5, 6, and 7 are in-situ treatments.
- Alternatives 2 and 7 include covers.
- Alternatives 4 and 5 include excavation and off-site disposal.

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For groundwater:

- Alternatives 4 and 5 are in-situ treatments.
- Alternative 3 does not include treatment.
- Alternative 6 is ex-situ treatment.

10.0 COMPARATIVE ANALYSIS OF ALTERNATIVES

This section of the ROD compares the alternatives against the nine criteria listed in 40 C.F.R. § 300.430(e)(9)(iii) of the NCP, noting how each compares to the other alternatives. A more detailed evaluation of the alternatives against the nine criteria can be found in the FS. As required, EPA evaluated the alternatives using the nine criteria listed in the NCP. Two of the nine criteria, overall protection of human health and the environment and compliance with ARARs, are threshold criteria. If an alternative does not meet these two criteria, it cannot be considered as the Site remedy.

Five of the criteria are balancing criteria: long-term effectiveness and permanence; reduction of toxicity, mobility, or volume of contaminants through treatment; short-term effectiveness; implementability; and cost. The EPA can make tradeoffs between the alternatives with respect to the balancing criteria.

Two of the criteria are modifying criteria, state/support agency acceptance and community acceptance.

10.1 Soil

The comparative analysis of the following seven soil remedial alternatives is discussed below:

- SRA-1: No Action
- SRA-2: ISTD in Primary Source Zones 1 & 2; Engineered Cover Over Secondary Source Zones; and ICs
- SRA-3: ISS and ISCO of All Soil Above the Cleanup Levels and ICs
- SRA-4: Excavation and Off-Site Disposal of All Soil Above Cleanup Levels and ICs
- SRA-5: ISTD in Primary Source Zones 1 & 2; Excavation and Off-Site Disposal of Secondary Source Zones; and ICs
- SRA-6: ISTD in Primary Source Zones 1 & 2; ISS and ISCO of Secondary Source Zones; and ICs
- SRA-7: ISS and ISCO in Primary Source Zones 1 & 2; Engineered Cover Over Secondary Source Zones; and ICs

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10.1.1 Overall Protection of Human Health and the Environment

This criterion determines whether an alternative eliminates, reduces, or controls threats to public health and the environment through institutional controls, engineering controls, or treatment. This is a threshold criterion.

With the exception of S-1 (No Action), all alternatives would achieve RAOs and provide overall protection of human health and the environment. All alternatives but S-1 would utilize ICs which would be protective of human health and the environment; although a higher level of ICs would be required for S-2 and S-7 to ensure that the engineered cover component of the remedy would remain undisturbed. S-3, S-4, S-5, and S-6 would provide the highest levels of protectiveness by treatment and/or removal of soil containing 100% of the mass of COCs present at concentrations above the cleanup levels.

S-2 and S-7 would have similar levels of overall protectiveness that closely approach those of S-3 through S-6, by treatment of approximately 91% of the mass of VOCs present in soil at concentrations above the cleanup levels, followed by containment of the remaining COC mass. S-1 would not be protective of human health or the environment.

10.1.2 Compliance with ARARs

This criterion addresses whether or not a remedy is expected to meet any identified "applicable" or "relevant and appropriate" federal or more stringent state environmental laws or regulations (i.e., ARARs) under CERCLA Section 121(d). Alternatively, it will evaluate whether a waiver of an ARAR can be invoked under CERCLA Section 121(d)(4).

Applicable requirements are those cleanup standards, standards of control, and other substantive requirements, criteria, or limitations promulgated under federal environmental or state environmental or facility siting laws that specifically address a hazardous substance, pollutant, contaminant, remedial action, location, or other circumstance found at a CERCLA site. Only those promulgated state standards that are identified by a state in a timely manner and that are more stringent than federal requirements may be applicable. 40 C.F.R. § 300.5.

Relevant and appropriate requirements are those cleanup standards, standards of control, and other substantive requirements, criteria, or limitations promulgated under federal environmental or state environmental or facility siting laws that, while not "applicable" to a hazardous substance, pollutant, contaminant, remedial action, location, or other circumstance at a CERCLA site, address problems or situations sufficiently similar to those encountered at the CERCLA site that their use is well-suited

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to the particular site. Similarly, only those promulgated state standards that are identified in a timely manner and are more stringent than federal requirements may be relevant and appropriate. 40 C.F.R. §300.5.

There are no chemical-specific ARARs for COCs in soil at the AER Site. All alternatives except S-1 would be designed to comply with action- and location-specific ARARs. Key action specific ARARs for each alternative is provided in Section 9.2 of this ROD.

10.1.3 Long-Term Effectiveness and Permanence

The long-term effectiveness and permanence of remedial alternatives describes how well an alternative maintains its level of protection of human health and the environment (the first threshold criterion) and its attainment of ARARs (the second threshold criterion) over time. Alternatives that include physical removal of contaminants from the AER Site media provide the most protection for the longest period of time; contaminants present at the initiation of the remedial action can not return to the AER Site.

With the exception of S-1 (No Action), all soil remedial alternatives provide long-term effectiveness and permanence. Alternatives S-3 through S-6 are the most effective and permanent because of the complete treatment (via ISTD or ISS/ISCO) and/or removal and off-Site disposal of soils containing COCs present at concentrations above the RGs. Alternatives S-2 and S-7 have lower levels of long-term protectiveness than S-3 through S-6 because approximately 9% of VOC mass and all the PAH mass present at concentrations above the cleanup levels would be contained below an engineered cover, which would require long-term maintenance to sustain protectiveness.

10.1.4 Reduction of Toxicity, Mobility or Volume of Contaminants Through Treatment

Reduction of Toxicity, Mobility or Volume (T/M/V) describes in more detail the mechanism(s) by which each alternative attains the level of protection of human health and the environment (the first threshold criterion) and the attainment of ARARs (the second threshold criterion). Alternatives that include physical removal of contaminants from the AER Site media provide reduction of all three parameters: the mobility of contaminants is retarded due to lower concentration gradients within the groundwater plume, the toxicity of contaminants is reduced (unless by-products accumulate to a substantial degree in the subsurface), and volume of contaminated media on-Site is reduced.

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With the exception of S-1 (No Action), all source area remedial alternatives would provide varying degrees of short- and long-term reduction of COC mobility, toxicity, and volume. Alternatives S-3 and S-6 are the only alternatives that would fully comply with the statutory preference for treatment. S-2 and S-7 would not fully comply with the statutory preference for treatment since these alternatives include containment of untreated soil under an engineered cover as a component of the remedy. S-5 would not fully comply with the statutory preference for treatment since it includes excavation and off-Site disposal as a component of the remedy. S-4 would not comply with the statutory preference for treatment since it does not treat any of the soil, but rather relies on excavation and off-Site disposal as the sole component of the remedy.

Mobility

S-3 through S-6 would provide the greatest reductions of COC mobility because they would result in treatment or removal of all COCs present in soil at concentrations above the RGs. S-2 and S-7 would provide similar reduction of COC mobility in soil to a degree that approaches S-3 through S-6 through treatment of 91% of the VOC mass present at concentration above the RGs and containment of remaining shallow VOCs and PAHs under an engineered cover. However S-2 and S-7 would require long-term maintenance of the engineered cover to preserve mobility reductions. S-1 would not decrease the mobility of COCs in soil.

Toxicity

S-3 and S-6 would provide the greatest reduction in toxicity of soil through ISS/ISCO treatment, or a combination of ISTD and ISS/ISCO treatment of COCs present in soil at concentrations above the RGs. ISTD treatment would lead to the recovery of the VOCs for recycling or destruction during GAC regeneration. ISS and ISCO would lead to destruction and stabilization of COCs. S-2, S-5, and S-7 would provide similar reductions in toxicity to each other, but all three would have toxicity reductions that would be less than that of S-3 and S-6 because each would treat less total COC mass (approximately 86% to 89% of the total COC mass present at concentrations above the cleanup levels) than treated by S-3 and S-6 (100% each). The remaining COC mass would either be removed for off-Site disposal or contained below an engineered cover On-Site. S-4 would not reduce toxicity of COCs in soil since the soil would be excavated and transported to a secure off-Site landfill. S-1 would not decrease the toxicity of COCs in soil.

Volume

S-3 and S-6 would provide the greatest reductions in the volume of soil contaminated with COCs at concentrations above the cleanup levels via treatment of all soil containing COCs at concentrations above the cleanup levels. Alternatives S-2, S-5,

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and S-7 would provide similar levels of volume reduction to each other which would be significantly lower than S-6 and S-3. Each of these alternatives relies on containment or excavation and off-Site disposal of approximately 45% of the volume of soil containing COCs at concentrations above the cleanup levels. Containment and excavation/disposal do not result in volume reductions, therefore these alternatives reduce the volume of impacted soil by only approximately 55% compared to 100% with S-3 and S-6. S-4 would not reduce the volume of impacted soil as the soil would be excavated and transported to a secure off-Site landfill for disposal without treatment. S-1 would not reduce the volume of soil impacted with COCs as no remedial actions would be taken.

10.1.5 Short-Term Effectiveness

The short-term effectiveness of remedial alternatives relates to how well an alternative achieves a level of protection of human health and the environment (the first threshold criterion) and attains ARARs (the second threshold criterion) during implementation or installation of the remedial alternative. In some cases, implementation of the alternative could temporarily increase risk and exposure pathways to receptors.

Alternative S-1 presents no short-term exposure risks to human health or the environment as no actions would be taken. Alternatives S-4 and S-5 both involve excavation with off-Site transportation and disposal of contaminated soils increasing exposure risks to the community, workers, and the environment during the excavation, loading, and transport of contaminated soil. Alternative S-4 and S-5 would require approximately 2,400 truck-loads and 1,100 truck-loads, respectively, of excavated soil and backfill to be transported to and from the AER Site.

Alternatives S-2, S-3, S-6, and S-7 rely on in-situ treatment and containment techniques, thereby primarily limiting potential exposure risks to Site workers. S-3, S-6, and S-7 may result in slightly higher potential risks to the surrounding community and on-Site workers due to the transport and use of chemical oxidants; however these potential risks would be minimized through engineering controls. S-3 (and to a slightly lesser degree S-7) would require far more volume of chemical oxidant to be transported and applied on-Site (approximately 10 times more volume than S-6). It would be necessary to implement comprehensive health and safety guidelines with all alternatives to minimize all potential risks.

10.1.6 Implementability

Implementing remedial alternatives involves design, planning, construction or installation, and operation of the various machinery and human components of remedial technologies. The efficiency with which an alternative can be installed and operated

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impacts how well an alternative achieves its level of protection (the first threshold criterion) and attains ARARs (the second threshold criterion). In some cases, implementation of the alternative could be technically difficult or impossible given Site-specific limitations. The No Action alternative is the simplest alternative to implement.

All alternatives are technically implementable and administratively feasible and use standard remedial approaches and technologies. The three alternatives that would cause significant disturbance of soil in the southwestern corner of the AER Property (S-3, S-4, and S-7) will be more difficult to implement compared to S-1, S-2, S-5, and S-6 due to potential concerns associated with soil disturbance activities or structural stability of the soil in the proximity of the CSX railway located immediately south of the AER Property. This is because Alternatives S-3, S-4, and S-7 involve mixing and/or excavating the soil in the southwest corner of the AER Property while the remaining alternatives do not involve any mixing or excavating of those soils.

10.1.7 Cost

This criterion evaluates the estimated capital and O&M costs as well as present worth costs. Present worth costs are the total costs of an alternative over time in terms of today's dollars (i.e., present worth costs correct for expected inflation). The cost estimates are expected to be accurate within a range of +50 to -30 percent.

There are no costs associated with Alternative S-1. Of the remaining alternatives, Alternative S-7 has the lowest present value life-cycle cost of \$3,300,000 and Alternative S-4 has the highest present value life-cycle cost of \$7,600,000.

10.2 Groundwater

The comparative analyses of the following five groundwater alternatives are discussed below:

GW-1: No Action

GW-3: MNA Performance Evaluation and ICs

GW-4: ISCO of On- and Near-Property Groundwater; Monitoring and ICs

GW-5: ERD of On- and Near-Property Groundwater; and Monitoring and ICs

GW-6: Extraction, Treatment, and Discharge of On- and Near-Property Groundwater; Monitoring and ICs

A detailed discussion of the comparative analysis of groundwater alternatives is presented below.

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10.2.1 Overall Protection of Human Health and the Environment

Alternative GW-1 (No Action) would eventually meet groundwater cleanup levels over time; however, since ICs and monitoring would not be implemented this alternative would not provide overall protection of human health and the environment. With the exception of GW-1, all alternatives would utilize an identical program of ICs which would be equally protective of human health and the environment when implemented in conjunction with a soil alternative that eliminates the transport of COCs from soil to groundwater.

Alternatives GW-3, GW-4, GW-5, and GW-6 provide similar levels of overall protection to human health and the environment by reducing average COC concentration to RGs over time; however, cleanup levels would be achieved after a longer time frame in Alternative GW-3 than in Alternatives GW-4 through GW-6. Alternative GW-4 through GW-6 all implement a similar groundwater monitoring and evaluation program to assess the effectiveness of the combined soil and groundwater treatments over a ten-year period. Because GW-3 does not utilize an active groundwater remedy, a five-year MNA effectiveness evaluation period would be implemented. This shorter evaluation period would allow an additional active remedy to be implemented within a reasonable timeframe if later deemed necessary.

10.2.2. Compliance with ARARs

Alternative GW-1 would eventually meet groundwater cleanup levels over time; however, since ICs and monitoring would not be implemented, this alternative would not comply with chemical-specific ARARs in the short term. GW-3, in conjunction with a soil remediation alternative, complies with chemical-specific ARARs through ICs and through MNA. GW-4 through GW-6, in conjunction with a selected soil remediation alternative, combine active groundwater remediation with ICs and an evaluation period to comply with chemical-specific ARARs within a timeframe that is estimated to be 6 years shorter than GW-3. All alternatives comply equally with action- and location-specific ARARs.

10.2.3. Long-Term Effectiveness and Permanence

Alternative GW-1 would achieve long-term effectiveness and permanence over time via natural attenuation in conjunction with remediation of source soil; however, monitoring of these processes would not be performed. Alternatives GW-3 through GW-6, in conjunction with the selected soil remediation alternative, would provide long-term effectiveness and permanence through MNA of COCs in groundwater subsequent to active destruction of COC mass in soil. Alternatives GW-4 through GW-6 additionally provide active treatment of groundwater to hasten reduction of COC concentrations, thus achieving RAOs in a shorter timeframe. ICs would need to be maintained until

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groundwater cleanup levels are achieved. All Alternatives except GW-1 are equally effective and permanent in the long-term.

10.2.4. Reduction of Mobility, Toxicity, and Volume

All groundwater remedial alternatives would provide varying degrees of short- and long-term reduction of COC mobility, toxicity, and volume.

Mobility

GW-6 provides the highest degree of short-term reduction in mobility of COCs by creating a hydraulic barrier in the locations of the extraction wells; however, this barrier is only maintained as long as the groundwater extraction/treatment system is active. Alternatives GW-3, GW-4, and GW-5 will reduce mobility over varying time frames through in-situ destruction of the COCs in the groundwater. GW-5 is expected to have the highest long term reduction in mobility through destruction of the largest amount of COCs in groundwater over the largest area. GW-4 is expected to have the next highest reduction in long term mobility via destruction of COCs in the source area, followed by GW-6, through removal and treatment of COCs and GW-3 through natural reductive dechlorination and other physical natural attenuation processes.

Toxicity

GW-5 is expected to have the highest reduction in toxicity through destruction of the largest amount of COCs in groundwater over the largest area. GW-4 is expected to have the next highest reduction in long term toxicity via destruction of COCs in the source area, followed by GW-6, through removal and treatment of COCs and GW-3 through natural reductive dechlorination and other physical attenuation processes.

Volume

GW-5 is expected to have the highest reduction in volume through destruction of COCs in groundwater over the largest area. GW-5 has the potential to treat a larger area than GW-4 due to the longer residence time of the treatment solution which will flow down-gradient, following the path traveled by the COCs. GW-4 is expected to have the next highest reduction in volume via destruction of COCs in the source area groundwater. GW-6 is expected to have relatively poor effectiveness at reducing the volume of impacted groundwater, as it will not reduce plume size in the short-term, but rather aids in COC mass recovery from selected areas. GW-3 would reduce volume least over time through natural reductive dechlorination and other physical attenuation processes.

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10.2.5 Short-Term Effectiveness

Alternative GW-1 would involve no activities that present short-term exposure risks to human health or the environment. Alternative GW-3 would present minimal exposure risks to workers during groundwater sampling activities; however, these risks would be mitigated through standard health and safety measures. Alternatives GW-4 through GW-6 would present slightly higher exposure risks to AER Site workers during system installations and operations; however, these risks would be mitigated through standard health and safety measures. GW-4 has the additional risk above all other alternatives in that it requires the transport and on-Site use of chemical oxidants which present a potential health risk. GW-6 has the additional risk above all other alternatives that it requires above-ground treatment and discharge of groundwater which presents potential exposure risks to AER Site workers and the community.

10.2.6 Implementability

GW-1 through GW-6 would be administratively and technically implementable using standard remedial techniques, ICs, and monitoring procedures. Implementation of GW-1 would require no additional actions at the AER Site. Implementation of GW-3 would not be expected to disrupt any activities downgradient of the AER Property. GW-4 through GW-6 have the potential to minimally disrupt off-Property activities during implementation of active treatments in the area immediately downgradient of the AER Property.

10.2.7. Cost

There are no costs associated with GW-1. Of the active groundwater alternatives, GW-3 has the lowest present value life-cycle cost of \$1.2 million over the course of the 5 year evaluation period followed by 25 years of MNA, while GW-4 has the highest cost of \$3.9 million over the same 30 year period.

10.3 State/Support Agency Acceptance

This criterion considers whether the state agrees with the EPA's analyses and recommendations of the RI/FS and the Proposed Plan. This is a modifying criterion. The GA EPD supports the EPA's selection of Alternative S-6 for soil and Alternative GW-5 for groundwater.

10.4 Community Acceptance

This criterion considers whether the local community agrees with the EPA's analyses and preferred alternative. Comments received on the Proposed Plan are

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important indicators of community acceptance. This is a modifying criterion. The Proposed Plan Fact Sheet was mailed to the public prior to the commencement of the public comment period which ran from June 28 to July 28, 2010. The notice of the availability of project documents was published in the Augusta Chronicle on June 26, 2010. The public meeting was held on July 8, 2010.

10.5 Summary of the Comparative Analysis

SOIL - Based on the comparative analyses above, alternative S-6 (ISTD & ISS and ISCO) is the best alternative for AER Site soils. Alternative S-6 is the only alternative that treats all of the soil containing COCs at concentrations above the cleanup levels, is relatively safe, cost-effective, and easily implemented.

GROUNDWATER - Based on the comparative analyses above, alternative GW-5 (ERD) is the best alternative for AER Site groundwater. Alternative GW-5 is expected to have the highest effectiveness at destroying COC mass within groundwater, while being a relatively safe, cost-effective, and easily implemented technology.

11.0 PRINCIPAL THREAT WASTES

The NCP establishes an expectation that EPA will use treatment to address the principal threats posed by a site, whenever practicable. 40 C.F.R. §300.430(a)(1)(iii). Principal threat wastes are source materials that are considered highly toxic or highly mobile, that cannot be reliably contained, or present a significant risk to human health or the environment.

Unsaturated soils containing COCs at concentrations above the soil cleanup levels at or within 20 ft of the water table (below approximately 15 ft bgs at the AER Property) are considered principal threat wastes as they may more readily migrate to groundwater at concentrations above the groundwater cleanup levels. The only areas at the AER Property identified with Principal Threat Waste is the soil in polygon GP-21/21R which contained COCs above cleanup levels at depths of at least 25 ft bgs and the soil in polygons GP-8, GP-9, and GP-38 which contain COCs above cleanup levels to depths of 16 to 20 ft bgs, which is below the semi-confining clay layer located approximately 10 to 15 ft bgs. These polygons are considered to be the primary sources of VOC impacts to groundwater at the AER Property.

The selected remedy satisfies the statutory preference for treatment as a principal element of the remedy (i.e., reduce the toxicity, mobility, or volume of hazardous substances through treatment) since the principal threat material is being treated.

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12.0 SELECTED REMEDY

Alternative S-6 and Alternative GW-5, the selected remedial alternatives for the AER Site, will address the contaminated soil and groundwater at the AER Site. It provides for in-situ treatment of the soil and groundwater that contains contaminants above the cleanup levels. ICs will be implemented at the AER Property to limit use to commercial, industrial and/or recreational purposes. ICs (such as a restrictive covenant) will also be implemented to specifically restrict future withdrawal of groundwater from the AER Property. In addition, the City of Augusta has implemented an ordinance that prohibits the installation of new groundwater wells. See Augusta-Richmond County Code Section 3-7-43.

Alternative S-6 and GW-5 meet the threshold criteria, protection of human health and the environment and compliance with ARARs. They also provide the best balance among the balancing criteria and meet the acceptance of the state (GA EPD) and the community.

12.1 Summary of the Rationale for the Selected Remedy

Alternatives S-6 and GW-5 were chosen because of the combination of ease of implementation, good track record of use at other sites, and their potential effectiveness for treating VOCs (and degradation by-products) in-situ. Alternatives S-6 and GW-5 meet both the threshold criteria - protection of human health and the environment and compliance with ARARs. They also provide the best balance among the balancing criteria and meet the acceptance of the state (GA EPD) and the community.

12.2 Description of the Selected Remedy

The following is a description of the Selected Remedy. Although the EPA does not expect significant changes to this remedy, it may undergo minor changes as a result of the remedial design and construction processes. Any changes to the remedy described in this ROD would be documented using a technical memorandum in the Administrative Record, an Explanation of Significant Differences (ESD) or a ROD amendment, as appropriate and consistent with the NCP and with EPA policy and guidance.

12.2.1 Cleanup Levels

Constituents in soil were identified as COCs in soil based on their potential for leaching to groundwater. Promulgated clean-up values have not been established for constituents in soil; therefore, cleanup levels were assigned to constituents detected in soil based on TBC soil-to-groundwater screening levels. See Table 18 for a complete list of soil cleanup levels.

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The hypothetical groundwater future ingestion pathway was the only pathway in the HHRA with potential risks/hazards above EPA target range. Typically, cleanup levels are based on the chemical-specific ARARs (e.g., MCLs or non-zero MCLGs) however, risk-based cleanup levels were selected when more protective than the MCLs or non-zero MCLGs or when an MCL or non-zero MCLG was unavailable. See Table 19 for a complete list of groundwater cleanup levels.

12.2.2 Volume of Contamination Requiring Remediation

The delineation of the areal and vertical extent of soil with COC concentrations above cleanup levels at the AER Site is based on RAOs, available AER Site analytical data and AER Site history. The delineation of areas exceeding cleanup levels and the estimates of COC mass are used as the basis for developing remedial alternatives and evaluating their ability to achieve the RAOs. Soil is defined as surface and subsurface soils containing detected COCs at concentrations above the cleanup levels.

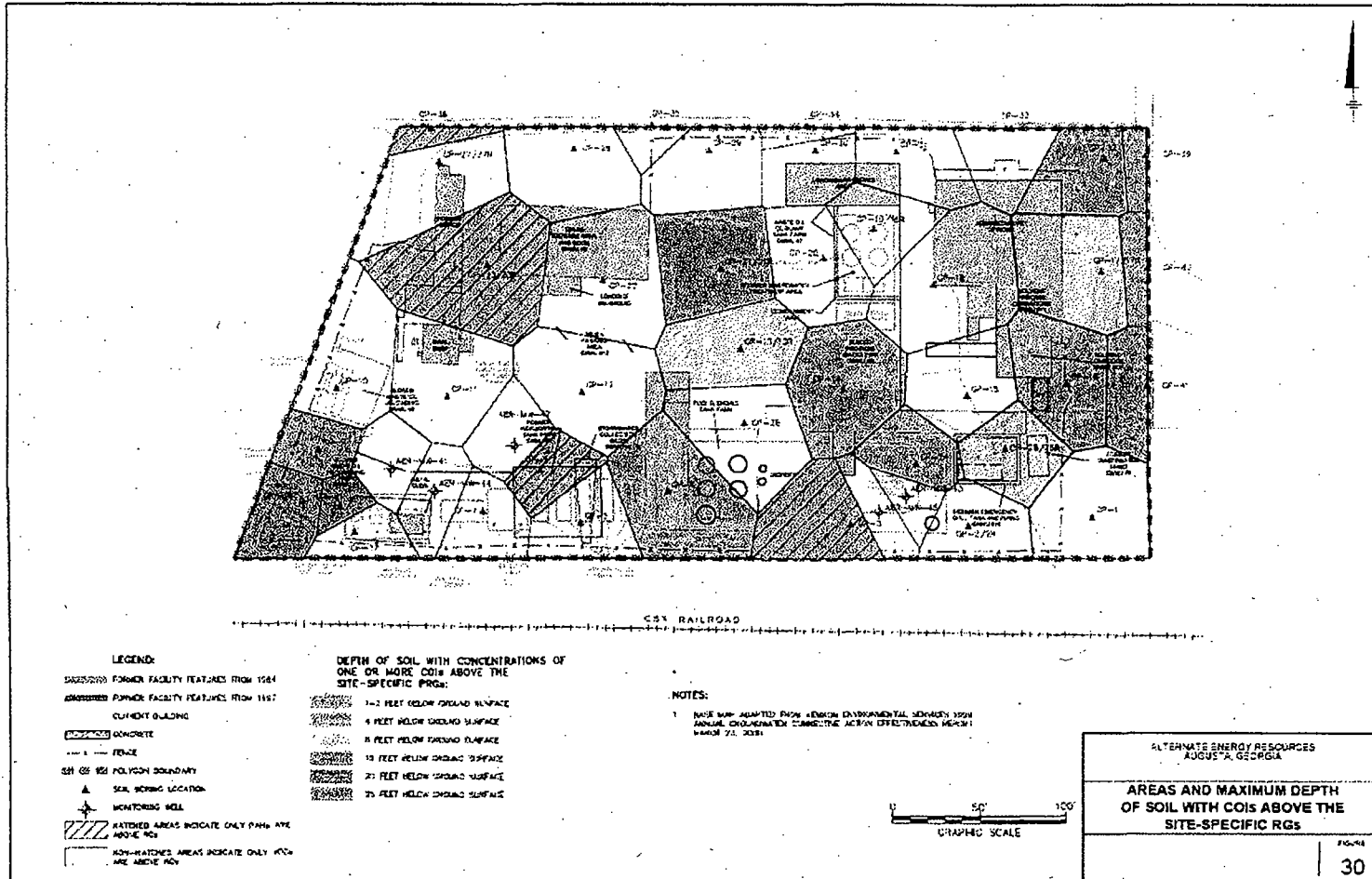
Figure 30 depicts the areal and vertical extent of AER Site soil containing COCs at concentrations above the Site-specific cleanup levels. Hatched polygons depict areas where only PAHs were above the cleanup levels, while non-hatched polygons depict areas where only VOCs were above the cleanup levels. No areas contained both VOCs and PAHs at concentrations above their respective cleanup levels. There is also a potential that contaminants may extend beyond the boundary of the AER Property; however, this potential has not been confirmed as soil samples have not been collected in those areas. Sampling will be performed during the RD phase of the project to determine the extent of contamination beyond the AER Property boundary.

The approximate volume of AER Property soils that contain COCs at concentrations above cleanup levels is approximately 14,500 cubic yards (CY). The areal distribution of soil that contains COCs at concentrations above cleanup levels covers an approximately 50,000 sq ft area (approximately 40% of the AER Property). Based on COC concentrations detected in soil samples and the approximate volume and depth intervals of impacts areas, it is estimated that there is approximately 771 kilograms (kg) of VOC mass present in unsaturated soils at concentrations above the cleanup levels within the AER Property. The estimated distribution of the VOC mass in soil is presented in the **Table 21**.

It is estimated that the total mass of the three PAHs present at concentrations above cleanup levels (benzo(a)anthracene, benzo(a)pyrene, and benzo(b)fluoranthene) within the polygon areas GP-3, GP-6, GP-23, and GP-36 is 24 kg. Estimated mass of these three PAHs within each polygon area is presented in **Table 22**.

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Table 21 - Estimated Distribution of the VOC mass in soil

Polygon ID	Approximate Surface Area (ft ²)	Approximate Total Depth of Impacted Soil (ft)	Approximate Volume of Impacted Soil (CY)	Total Estimated VOC Mass (kg)	Relative Percentage of Total VOC Mass Present above Cleanup Levels
GP-4	4,800	4	711	0.02	0.003%
GP-8	800	20	593	3.5	0.5%
GP-9	1,500	16	889	20.8	2.7%
GP-13/13R	3,500	8	1,037	8.7	1.1%
GP-14/14R	4,100	4	607	11.0	1.4%
GP-16	3,600	4	533	11.7	1.5%
GP-17/17R	4,000	8	1,185	9.5	1.2%
GP-21/21R	3,800	35	4,926	606.7	79%
GP-24	1,900	4	281	7.6	1.0%
GP-25	2,500	8	741	0.1	0.02%
GP-32	2,600	4	385	39.24	5.1%
GP-38	2,000	20	1,481	31.4	4.1%
GP-39	700	2	52	0.02	0.003%
GP-40	1,000	2	74	0.25	0.03%
GP-41	1,800	4	267	20.2	2.6%
Total	38,600	NA	13,763	771	100%

Table 22 - Estimated mass of PAHs within each polygon area

Polygon ID	Approximate Surface Area (ft ²)	Approximate Total Depth of Impacted Soil (ft)	Approximate Volume of Impacted Soil ¹ (CY)	Total Estimated PAH Mass ² (kg)	Relative Percentage of Total PAH Mass
GP-3	2,900	2	215	3.6	24%
GP-6	1,600	4	237	4.5	30
GP-23/23R	6,100	1	226	6.7	44%
GP-36	600	1	22	0.22	2%
Total	11,200	NA	700	24	100%

Notes: 1. Approximate volume of impacted soil is based on the area of each polygon and depth to which PAHs were present at concentrations above cleanup levels. 2. Total PAH mass includes only constituents present at concentrations above cleanup levels.

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Plume delineation, the areal and vertical extent of groundwater that contains COCs (1,1-dichloroethane, 1,1-dichloroethene, PCE, TCE, and VC) at concentrations above the cleanup levels, is based on available AER Site analytical data, and AER Site history. The delineation of the groundwater plume and the estimates of COC mass are used as the basis for developing remedial alternatives and evaluating their ability to achieve the RAOs. Figure 16 depicts the areal extent of the groundwater plume (approximately 137 acres). Figure 27 depicts a view of the areal extent of the groundwater plume at the AER Property (approximately 1.8 acres). Dissolved COCs above cleanup levels are present within groundwater from the top of the shallow groundwater table (approximately 35 ft bgs) at the AER Property to the top of the bedrock aquifer in areas hydraulically downgradient of the AER Property (approximately 65 ft bgs).

The total mass of dissolved VOCs contained within the groundwater plume was calculated separately for the AER Property and areas off the AER Property (downgradient properties) due to the large differences in total VOC concentrations between these two areas. Total VOC concentrations in wells located within the groundwater plume were used to calculate the average total VOC concentrations of the plume on the AER Property and downgradient properties. Wells located within the groundwater plume and their associated total VOC concentrations are presented below in Table 23.

Table 23
Groundwater Plume Wells/VOC Concentrations

AER Property Wells	Downgradient Wells	
MW-41 (74 µg/L)	B-1 (87 µg/L)	B-31 (50 µg/L)
MW-46 (9 µg/L)	B-4 (26 µg/L)	B-33 (54 µg/L)
P-3 (4698 µg/L)	B-6 (82 µg/L)	B-34R (88 µg/L)
P-5 (250 µg/L)	B-9 (68 µg/L)	B-35 (129 µg/L)
P-6 (59 µg/L)	B-13 (26 µg/L)	B-38 (24 µg/L)
P-9 (11 µg/L)	B-23 (61 µg/L)	B-39 (286 µg/L)
	B-28 (85 µg/L)	B-40 (400 µg/L)
Average = 850 µg/L	Average = 105 µg/L	

Based on these assumptions, the total volume of groundwater contained within the groundwater plume was calculated to be 396 million gallons. The groundwater plume contains approximately 3.4 million gallons in the aquifer below AER Property and 393 million gallons (1.50 billion liters) in the aquifer below downgradient areas. Multiplying the groundwater volumes by their respective average total VOC concentrations yields a total dissolved VOC mass of 168 kg within the entire groundwater plume (11 kg within AER Property and 157 kg in downgradient areas).

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12.2.3 Components of the Selected Remedy

The selected remedy for soil is ISTD in Primary Source Zones 1 and 2; ISS and ISCO of Secondary Source Zone soils and ICs. The selected remedy for groundwater is ERD of on and near-Property groundwater, monitoring and ICs to achieve cleanup levels at the AER Site.

The components of the selected remedy are:

- Demolition of Buildings - Buildings and structures on the AER Property would be demolished and building debris removed from the property prior to implementation of the remedial actions.
- ISTD in Primary Source Zones 1 and 2 - ISTD treatment would be focused on soil impacts in area GP-21 that extend to approximately 30 to 35 ft bgs (Zone 1) and in areas GP-8, GP-9, & GP-38 where impacts extend to approximately 16 to 20 ft bgs (Zone 2).
- Pre-design soil sampling would be conducted to refine the extent of the required treatment zones.
- The ISTD treatment would involve installation of approximately 85 evenly spaced heating sources to depths of approximately 25 to 40 ft bgs. Approximately 22 SVE wells would be installed at even intervals across the treatment zones and would be screened from surface to total depths of approximately 20 to 30 ft bgs. Extracted soil vapor would be cooled to condense steam. Condensate and non-condensable vapors would be treated with GAC prior to discharge to the POTW and atmosphere, respectively, if required. Total soil treatment volume would be approximately 7,900 CY.
- Soil sampling would be conducted near the end of treatment to confirm that cleanup levels had been achieved.
- ISCO - A pre-design treatability study would be performed to refine the composition and mass of oxidant and stabilizing agent required in the soils to be treated. Pre-design soil sampling would be conducted to refine the extent of the required treatment zones.
- A pilot test would be conducted to ascertain that design mixes from the treatability study and planned application technologies are effective.
- A persulfate solution would be sprayed into treatment areas while an approximately 8 foot diameter auger mechanically mixes the soil to total depth of impacts. The auger would treat one soil column at a time, creating a grid of treatment columns across impacted areas.
- All Secondary Soil zone soils above cleanup levels would be mixed with the ISCO reagent to the total depth of impacts.
- Once thorough mixing has been achieved, a stabilizing agent would be added to the treatment zone and mixed with the soil. This ISS would reduce mobility of

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- any remaining COCs and would enhance the structural stability of the soil.
- The concentrations of applied ISCO reagent and ISS agents would be adjusted for different soil zones with varying contaminant concentrations based on the results of the treatability study.
 - Soil samples would be collected to confirm constituent concentrations had been reduced to below the cleanup levels.
 - At completion of the treatment, the AER Property would be re-graded and seeded with grass for erosion control.
 - ICs - Implement land development/land use restrictions (e.g., through deed restrictions or zoning restrictions) at the AER Property to ensure that future land use is limited to commercial, industrial, and/or recreational uses.
 - Abandon EX Wells - Extraction wells on the AER Property would be abandoned to limit potential downward migration of COCs through the well columns.
 - ERD - An ERD pilot test would be performed to support full-scale design and to confirm that the technology will be effective at the AER Site. Full scale system would be likely comprised of approximately 25 to 35 injection wells screened from 35 to 50 ft bgs targeted at areas of impacted groundwater on the AER Property and in near-downgradient areas.
 - An ERD solution would be injected to stimulate biological activity and subsequent reductive dechlorination of COCs. The in-situ reactive zone (IRZ) created during ERD treatment would extend downgradient in the direction of groundwater flow and would additionally treat the near-downgradient impacted areas. The IRZ typically extends as far as groundwater would travel in 1-2 months. Injection volume, injection frequency and total number of injection events would be determined by evaluation of operational parameters over the course of the treatment.
 - Quarterly monitoring of VOCs and biogeochemical parameters would also be conducted in nearby monitoring wells to assess remediation performance and to refine the injection program if necessary.
 - Groundwater monitoring activities would be conducted quarterly for two years, semi-annually for the next three years, and annually thereafter.
 - ICs - Implement groundwater use restrictions at the AER Property.

The goal of the remedial action is to restore the groundwater to its beneficial use within a reasonable time frame. Until this goal is achieved, ICs will be implemented to prevent human exposure to contaminated groundwater. Public water is available in the area and is supplied from municipal wells.

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12.3 SUMMARY OF THE ESTIMATED REMEDY COSTS

Tables 24 and 25 provide line item costs used in the cost estimate. This estimate is expected to be within +50% and -30% of the actual costs of the remedy. The soil remedy is estimated to cost \$4.2 million and the groundwater remedy is estimated to cost \$3.1 million for a total site remedy cost estimate of \$7.3 million.

12.4 EXPECTED OUTCOME OF THE SELECTED REMEDY

The expected outcome of the selected remedy is the restoration of the groundwater that will allow for its unrestricted use. Groundwater and soil are affected by contaminants from this Site. The area is urban and fully developed. Groundwater flows toward and discharges into surface water, however, RI sampling revealed little impact. The ecological risk assessment concluded that the risks were negligible and no further ecological investigation was warranted. Table 26 summarizes the cleanup levels and the risks when cleanup levels are achieved.

13.0 STATUTORY DETERMINATIONS

13.1 Protection of Human Health and the Environment

ISTD remediation and subsequent vapor extraction, condensation, treatment, and disposal would address Primary Source Zones 1 and 2, or 86% of the mass of VOCs present in soil at concentrations above the cleanup levels at the AER Property. The soil ISTD treatment system could also be extended into the groundwater beneath the soil treatment areas to remove a portion of the VOC mass present in the groundwater. The ISS and ISCO actions in Secondary Source Zones would destroy or immobilize the remaining COCs present at concentrations above cleanup levels. It is not cost-effective to use ISTD to treat Secondary Source Zone soils because of the large surface area and shallow depth of soil impacts. ICs would ensure that future land use remains commercial, industrial, and/or recreational and that stabilized soil is not removed from the Site. Alternative S-6 would thereby achieve RAOs and would be protective of human health and the environment.

On- and near-property groundwater would be treated with ERD to reduce groundwater COC concentrations in those areas to below cleanup levels. Destruction of COCs in on- and near-property groundwater with ERD would reduce potential future exposure to humans and the environment and would satisfy the statutory preference for treatment as a primary component of the remedy. ERD has the potential to extend the zone of treatment downgradient in the direction of groundwater flow from the points of injection. This mechanism has several benefits, including: 1) increased area of treatment; 2) higher total COC mass removal; and 3) treatment zone accessibility in off-

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Table 24 – Alternative S-6 Present Worth Cost Estimate

	Quantity	Unit	Cost per Unit	Total Capital	Reference
Site Preparation/Site Restoration					
Mobilization / Demobilization of construction equipment	1	LS	\$ 60,000	\$ 60,000	Subcontractor Estimate
Demo Buildings	1	LS	\$ 75,000	\$ 75,000	Subcontractor Estimate
Building Debris Transport and Disposal	1	LS	\$ 75,000	\$ 75,000	Subcontractor Estimate
Erosion Controls, Add 4" Topsoil, Grade, Seed	1	LS	\$ 80,000	\$ 80,000	ARCADIS Project Experience
Instnutional Controls	1	LS	\$ 17,000	\$ 17,000	EPA FS Guidance
Subtotal				\$ 307,000	
In-Site Thermal Desorption (ISTD)					
Pre-Design Sampling/Analysis	1	LS	\$ 30,000	\$ 30,000	Subcontractor Estimate
System Design, Installation, Operation	1	LS	\$ 1,400,000	\$ 1,400,000	Subcontractor Estimate
Confirmation Sampling/Analysis	1	LS	\$ 50,000	\$ 50,000	Subcontractor Estimate
Waste and GAC Fees	1	LS	\$ 40,000	\$ 40,000	Subcontractor Estimate
Electrical Power	1	LS	\$ 142,000	\$ 142,000	Subcontractor Estimate
Restore Site	1	LS	\$ 25,000	\$ 25,000	ARCADIS Project Experience
Subtotal				\$ 1,687,000	
In-Situ Chemical Oxidation (ISCO)					
Pre-Design Sampling/Analysis	1	LS	\$ 25,000	\$ 25,000	ARCADIS Project Experience
ISCO Treatability Study	1	LUMP SUM	\$ 20,000	\$ 20,000	ARCADIS Project Experience
Design and Permitting	1	LS	\$ 15,000	\$ 15,000	ARCADIS Project Experience
Ground Plane/Batch Plant Operation (Including Equipment)	1	LS	\$ 25,000	\$ 25,000	ARCADIS Project Experience
Reagents (Peroxide) and Cement Cost (average of all treatment zones)	6,600	CY of Soil	\$ 60	\$ 396,000	ARCADIS Project Experience
Soil Mixing with Excavator	6,600	CY of Soil	\$ 25	\$ 165,000	ARCADIS Project Experience
Confirmation Sampling/Analysis	1	LS	\$ 25,000	\$ 25,000	ARCADIS Project Experience
Site Restoration	1	LS	\$ 25,000	\$ 25,000	ARCADIS Project Experience
Subtotal				\$ 896,000	
Capital Costs				\$ 2,890,000	
Engineering Design and Management (15%)				\$ 403,500	EPA FS Guidance
Scope Contingency (25%)				\$ 672,500	EPA FS Guidance
Bid or Construction Contingency (15%)				\$ 403,500	EPA FS Guidance
Total Capital Costs				\$ 4,169,500	
O&M Costs					
5-Year Reviews	6	5 Years	\$ 20,000	\$ 120,000	EPA FS Guidance
O&M Costs Present Value (7% Discount Rate)				\$ 49,700	
O&M Cost Contingency (40%)				\$ 19,900	
Total O&M Costs Present Value (7% Discount Rate)				\$ 69,600	
Total Present Value of Alternative (7% Discount Rate)				\$ 4,200,000	

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Table 25 – Alternative GW-5 Present Worth Cost Estimate

	Quantity	Unit	Cost per Unit	Total Capital	Reference
ERD					
Pilot Testing	1	LS	\$ 110,000	\$ 110,000	ARCADIS Project Experience
On-Property System Installation (Injection System, 20 Injection Wells, & 5 Monitoring wells)	1	LS	\$ 250,000	\$ 250,000	ARCADIS Project Experience
Near-Property System Installation (Injection System, 10 Injection Wells, & 5 Monitoring Wells)	1	LS	\$ 190,000	\$ 190,000	ARCADIS Project Experience
Abandon EX Wells	6	each	\$ 2,000	\$ 12,000	
Subtotal				\$ 562,000	
Institutional Controls					
Institutional Controls	1	LS	\$ 17,000	\$ 17,000	EPA FS Guidance
Subtotal				\$ 17,000	
Capital Costs				\$ 579,000	
Engineering Design and Management (15%)				\$ 86,850	EPA FS Guidance
Scope Contingency (25%)				\$ 144,800	EPA FS Guidance
Bid or Construction Contingency (15%)				\$ 86,900	EPA FS Guidance
Total Capital Costs				\$ 900,000	
ERD O&M Costs					
On-Property ERD Quarterly Injections, O&M, and Performance Evaluations	4	Years	\$ 180,000	\$ 720,000	ARCADIS Project Experience
Near-Property ERD Quarterly Injections, O&M, and Performance Evaluations	4	Years	\$ 130,000	\$ 520,000	ARCADIS Project Experience
O&M Costs					
Quarterly Groundwater Performance Monitoring (Year 5)	1	Years	\$ 160,000	\$ 160,000	EPA FS Guidance
Semi-Annual Groundwater Performance Monitoring (Year 6)	1	Years	\$ 80,000	\$ 80,000	EPA FS Guidance
Annual Groundwater Performance Monitoring (Year 7-10)	4	Years	\$ 40,000	\$ 160,000	EPA FS Guidance
Remedial Performance Assessment & Reporting (Year 10)	1	Year 10	\$ 20,000	\$ 20,000	ARCADIS Project Experience
MNA Sampling and Reporting (Year 11-30)	20	Years	\$ 40,000	\$ 800,000	EPA FS Guidance
Periodic Institutional Controls Cost	30	Years	\$ 2,000	\$ 60,000	EPA FS Guidance
O&M Costs Present Value (7% Discount Rate)				\$ 1,560,000	
O&M Cost Contingency (40%)				\$ 624,000	
Total O&M Costs Present Value (7% Discount Rate)				\$ 2,184,000	
Total Present Value of Alternative (7% Discount Rate)				\$ 3,100,000	

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Table 26
Cleanup Levels and Associated Risks

CHEMICAL OF CONCERN	Groundwater Cleanup Levels (ug/L)	Basis	Risk at Cleanup Level
1,1-Dichloroethane	2.4	Risk	1E-06
1,1-Dichloroethene	7	MCL	HQ=0.02
Tetrachloroethene	5	MCL	5E-05
Trichloroethene	5	MCL	2E-06
Vinyl Chloride	2	MCL	3E-06
ug/L - Micrograms per liter MCL USEPA Maximum Contaminant Level			
CHEMICAL OF CONCERN	Soil Cleanup Levels (mg/kg)	Basis	Risk at Cleanup Level
Benzene	0.03	DAF	6E-10
cis-1,2-Dichloroethene	0.4	DAF	HQ=0.00008
(Total)1,2-Dichloroethene	0.099	POG Risk	HQ=0.00001
1,1-Dichloroethene	0.06	DAF	HQ=0.000001
Isopropylbenzene	1.3	POG Risk	HQ=0.00001
Methyl Acetate	7.6	POG Risk	HQ=0.000007
Methylene Chloride	0.02	DAF	5E-11
Tetrachloroethene	0.06	DAF	1E-08
1,1,1-Trichloroethane	2	DAF	HQ=0.000001
Trichloroethene	0.06	DAF	1E-10
Vinyl Chloride	0.01	DAF	3E-09
Xylenes (Total)	11	POG MCL	HQ=0.00005
Benzo(a)anthracene	2	DAF	1E-06
Benzo(a)Pyrene	8	DAF	5E-05
Benzo(b)fluoranthene	5	DAF	3E-06
Notes: mg/kg - Milligrams per kilogram DAF- USEPA Region 9 Dilution Attenuation Factor 20 Soil Screening Level POG MCL- USEPA Protection of Groundwater MCL-Based Soil Screening Level POG Risk- USEPA Protection of Groundwater Risk-Based Soil Screening Level			

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Property areas where surface accessibility is limited. Natural attenuation processes will reduce average concentrations of remaining COCs in areas where ERD was not performed to RAOs in a reasonable time frame (i.e., within a calculated average of approximately 27 years from the completion of the soil remedy). ICs in the form of groundwater use restriction would provide additional protection against potential future human exposure to groundwater. These combined actions would achieve RAOs in a reasonable timeframe and would be protective of human health and the environment.

13.2 Compliance with Applicable or Relevant and Appropriate Requirements

CERCLA Section 121(d) specifies, in part, that remedial actions for the cleanup of hazardous substances must comply with requirements and standards under federal or more stringent state environmental laws and regulations that are applicable or relevant and appropriate (ARARs) to the hazardous substances or particular circumstances at a site or obtain a waiver [See also 40 C.F.R. § 300.430(f)(1)(ii)(B)]. ARARs include only federal and state environmental or facility siting laws/regulations and do not include occupational safety or worker protection requirements. In addition, pursuant to 40 C.F.R. § 300.400(g)(3), other advisories, criteria, or guidance may be considered in determining CERCLA remedies. These are referred to as To-Be-Considered (TBCs).

In accordance with 40 C.F.R. § 300.400(g), GA EPD and EPA have identified the specific ARARs and TBCs for the selected remedy. The selected remedy complies with all ARARs/TBCs directly related to implementing the selected actions. In the absence of chemical-specific ARARs, cleanup levels have been established for soil to prevent migration of COCs to groundwater. COCs in soil would be addressed through treatment of all soil impacted at concentrations above the cleanup levels. These actions would reduce COC transport to groundwater and in conjunction with ICs would thereby comply with the soil RAOs. Alternative S-6 would comply with location-specific ARARs (Table 27), and action-specific ARARs (Table 28).

Alternative GW-5, in conjunction with soil remediation, would comply with chemical-specific ARARs for groundwater (Table 29) within a reasonable timeframe. Alternative GW-5 would comply with all location-specific ARARs (Table 27) and action-specific ARARs (Table 30).

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Table 27
Location-Specific ARARs

1.1 Location	Law/Regulation	Summary of Requirement	ARAR/TBC Status
Floodplains	Executive Order No. 11988, Section 2(a)(2)	<ul style="list-style-type: none"> Avoid, to the extent possible, or minimize long and short term adverse impacts associated with the occupancy and modification of floodplains and to avoid direct or indirect support of floodplain development if a practicable alternative exists. Provide leadership and take action to reduce the risk of flood loss, to minimize the impact of floods on human safety, health, and welfare, and to restore and preserve the natural and beneficial values served by floodplains. Evaluate potential effects of actions that may be taken in floodplains and ensure that planning and budgeting reflect consideration of flood hazards and floodplain management. 	TBC – To be considered for activities conducted within a 100-year floodplain.
Wetlands	Executive Order No. 11990, Section 2(a)	<ul style="list-style-type: none"> Avoid, to the extent possible, or minimize long and short term adverse impacts associated with the destruction, loss, or modification of wetlands and to avoid direct or indirect support of new construction in wetlands if a practicable alternative exists. Provide leadership and take action to minimize destruction, loss, or degradation of wetlands, and to preserve and enhance the natural and beneficial values of wetlands. 	TBC – To be considered for activities conducted within a wetland.

Notes:

ARAR
TBC

Applicable or Relevant and Appropriate Requirement
To Be Considered

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Table 28 – Soil Action Specific ARARs

General Action Category	Law/Regulation	Summary of Requirements	ARAR/IBC Status
ISTD in Primary Source Zones 1 and 2; ISCOMSS of Secondary Source Zones, and Institutional Controls	Managing Storm Water	O.C.G.A. § 12-7-6(b) Requires implementation of best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation as provided in O.C.G.A. § 12-7-6(b), during excavation activity.	ARAR - Applicable to land-disturbing activities (as defined in O.C.G.A. § 12-7-3(9)) of more than one acre.
	Managing Storm Water	GA Rule 391-3-7-.06 Requires controlling the turbidity of stormwater runoff discharges to ensure the limits in O.C.G.A. § 12-7-6(b) are not exceeded.	ARAR - Applicable to land-disturbing activities (as defined in O.C.G.A. § 12-7-3(9)) of more than one acre.
	Managing Fugitive Dust	GA Rule 391-3-1-.02(2)(n)(1) Requires reasonable precautions to prevent fugitive dust from becoming airborne, including the following precautions: (i) use of water or chemicals for dust control; (ii) application of asphalt, water, or chemicals on surfaces that can give rise to airborne dusts; (iii) installation of hoods, fans, and filters to enclose and vent the handling of dusty materials; (iv) covering, at all times when in motion, open bodied trucks transporting materials likely to give rise to airborne dusts; and (v) prompt removal of earth or other material from paved surfaces onto which it has been deposited.	ARAR - Relevant and Appropriate to operations, processes, handling, transportation or storage which may result in fugitive dust
	Managing Fugitive Dust	GA Rule 391-3-1-.02(2)(n)(2) Prohibits the percent opacity from any fugitive dust source to equal or exceed 20 percent.	ARAR - Relevant and Appropriate to operations, processes, handling, transportation or storage which may result in fugitive dust
	Characterization of solid waste	40 CFR § 262.11(a) Requires determination if solid waste is hazardous waste or if waste is excluded under 40 CFR 261.4(b); and	ARAR - Applicable during generation of solid waste as defined in 40 CFR § 261.2 and which is not excluded under 40 CFR § 261.4(a)
	Characterization of solid waste	40 CFR § 262.11(b) Determination if waste is listed under 40 CFR Part 261; or	
	Characterization of solid waste	40 CFR § 262.11(c) Characterization of waste by using prescribed testing methods or applying generator knowledge based on information regarding material or processes used.	ARAR - Applicable to generation of solid waste which is determined to be hazardous
	Characterization of solid waste	40 CFR § 262.11(d) Must refer to Parts 261, 262, 264, 265, 266, 268, and 273 of Chapter 40 for possible exclusions or restrictions pertaining to management of the specific waste.	
	Characterization of solid waste	40 CFR § 264.13(b)(1) Requirement to obtain a detailed chemical and physical analysis on a representative sample of the waste(s), which at a minimum contains all the information that must be known to treat, store, or dispose of the waste in accordance with pertinent sections of 40 CFR 264 and 268.	ARAR - Applicable to generation of RCRA-hazardous waste for storage, treatment or disposal
	Characterization of solid waste	40 CFR § 268.9(a) Requirement to determine the underlying hazardous constituents (as defined in 40 CFR 268.21) in the waste.	ARAR - Applicable to generation of RCRA characteristic hazardous waste (that is not D001 non-hazardous waste listed by CMBST, RORGS, or POLYM of Section 268.42 Table 1) for storage, treatment or disposal
	Characterization of solid waste	40 CFR § 269.7 Requirement to determine if the waste is restricted from land disposal under 40 CFR 269 by testing in accordance with prescribed methods or use of generator knowledge of waste.	
	Characterization of solid waste	40 CFR § 269.9(a) Requirement to determine applicable EPA Hazardous Waste Number (Waste Code) and the applicable treatment standards under 40 CFR 269.40	
	Emissions of VOCs from Treatment	40 CFR § 63 Subpart GGGGG, NESHAPs for Site Remediations Control emissions by meeting limitations and work practice standards reflecting application of control technologies.	ARAR - Relevant and appropriate to the emissions of VOCs from Site remediation

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Table 28 (Continued)

General Action Category	Law/Regulation	Summary of Requirements	ARAR/TBC Status
(Continued)			
Activity Associated with Class V Injection Wells	GA Rule 391-3-6.13(5)(u); 391-3-6.13(11)(h)	No injection activity may be conducted in a manner that allows the movement of fluid containing any contaminant into underground sources of drinking water, if the presence of that contaminant may cause a violation of any primary drinking water regulation under Georgia's Rules for Safe Drinking Water, Chapter 391-3-5-JB, or may otherwise adversely affect the health of persons.	ARAR - Applicable to installation of Class V underground injection wells.
	GA Rule 391-3-6.13(16)(b)	No new drainage wells may be constructed unless they have been designed by a professional geologist or professional engineer registered in the State of Georgia and the injected fluid does not contain any chemical constituent that exceeds any Maximum Contaminant Level identified in Rule 391-3-5.18	
Construction of injection well(s) for in-situ treatment	GA Rule 391-3-6.13(12)(a)	Shall follow the procedures and requirements specified in Georgia Rule 391-3-6.13(12)(a) for the construction of Class V wells.	ARAR - Applicable to construction of Class V underground injection wells.
Location of injection well(s) for in-situ treatment	GA Rule 391-3-6.13(12)(b)	Shall be sited so that the injection fluid does not contaminate an underground source of drinking water.	ARAR - Applicable to installation of Class V underground injection wells.
Plugging and abandonment of injection well(s) for in-situ treatment	GA Rule 391-3-6.13(12)(h)	Shall be abandoned in accordance with the requirements of Georgia Rule 391-3-6.13(12)(h)	ARAR - Applicable to abandonment of Class V underground injection wells.
Mechanical Integrity of Injection Wells for In-situ treatment	GA Rule 391-3-6.13(13)	Shall meet the requirements of Georgia Rule 391-3-6.13(13) regarding the mechanical integrity of injection wells.	ARAR - Applicable to operation of Class V underground injection wells.
Management of Remediation Wastes On-Site	40 CFR § 264.562	Establishes Corrective Action Management Units (CAMUs) - land-based units where waste may be placed without meeting land disposal restriction treatment standards. Wastes may be treated on-site and placed in a CAMU.	ARAR - Applicable to storage or treatment of RCRA hazardous waste.
	40 CFR § 264.563	Establishes Corrective Action Temporary Units (TUs) - non-land based units for treatment and storage of remediation wastes.	ARAR - Applicable to storage or treatment of RCRA hazardous waste in containers if needed on-site.
	USEPA (10/14/1998) "Management of Remediation Waste Under	Memorandum consolidates existing guidance on the RCRA regulations and policies that most often affect remediation waste management.	TBC - To-Be Considered for management of remediation waste.
Temporary storage of hazardous waste in containers	40 CFR § 262.34(a)	A generator may accumulate hazardous waste at the facility provided that:	ARAR - Applicable to accumulation of RCRA hazardous waste on site as defined in 40 CFR § 260.10
	40 CFR § 262.34(a)(1)(i)	- waste is placed in containers that comply with 40 CFR 265.171-173; and	
	40 CFR § 262.34(a)(2)	- the date upon which accumulation begins is clearly marked and visible for inspection on each container	
	40 CFR § 262.34(a)(3)	- container is marked with the words "hazardous waste"; or	
	40 CFR § 262.34(c)(1)	- container may be marked with other words that identify the contents.	ARAR - Applicable to accumulation of 55 gal. or less of RCRA hazardous waste at or near any point of

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Table 28 (Continued)

General Action Category	Law/Regulation	Summary of Requirements	ARAR/TBC Status
(Continued)	Use and management of hazardous waste in containers	40 CFR § 265.171 If container is not in good condition (e.g. severe rusting, structural defects) or if it begins to leak, must transfer waste into container in good condition	ARAR - Applicable to storage of RCRA hazardous waste in containers
		40 CFR § 265.172 Use container made or lined with materials compatible with waste to be stored so that the container integrity is not impaired	ARAR - Applicable to storage of RCRA hazardous waste in containers
		40 CFR § 265.173(a) Keep containers closed during storage, except to add/remove waste	ARAR - Applicable to storage of RCRA hazardous waste in containers
		40 CFR § 265.173(b) Open, handle and store containers in a manner that will not cause containers to rupture or leak	ARAR - Applicable to storage of RCRA hazardous waste in containers
	Disposal of RCRA-hazardous waste in a land-based unit	40 CFR § 268.40(a) Allows waste to be land disposed if it meets the requirements in the table "Treatment Standards for Hazardous Waste" at 40 CFR § 268.40 before land disposal.	ARAR - Applicable to land disposal, as defined in 40 CFR § 268.2, of restricted RCRA waste
		40 CFR § 268.49(b) Requires that waste must be treated according to the alternative treatment standards of 40 CFR § 268.49(c) or must be treated according to the UTSs (specified in 40 CFR § 268.48 Table UTS) applicable to the listed and/or characteristic waste contaminating the cell prior to land disposal.	ARAR - Applicable to land disposal, as defined in 40 CFR § 268.2, of restricted hazardous soils
	Discharge of wastewater to a POTW	GA Rule 391-3-6-.08(3)(a)(2) Comply with effluent limitations based on applicable general pretreatment standards in 40 CFR § 403.5(a) and (b), National Categorical Standards as specified in 40 CFR § Chapter 1, Subchapter N, Parts 403-471, and local limits as specified in 40 CFR § 403.5(c)(2)	ARAR - Applicable to industrial users who discharge pollutants into POTWs and then into waters of the State
		GA Rule 391-3-6-.08(3)(a)(4) Ensure that concentration and mass limits requirements under 40 CFR § 403.6(c)(1)-(7), dilution prohibition requirements under 40 CFR § 403.6(d), and combined waste stream formula requirements under 40 CFR § 403.6(e)(1)-(4) are complied with	ARAR - Applicable to industrial users who discharge pollutants into POTWs and then into waters of the State
		GA Rule 391-3-6-.08(4)(a)(4) Comply with pretreatment standards and requirements designed to prohibit the discharge of toxic pollutants in toxic amounts which interfere with, pass through, prevent the use or disposal of sewage sludge, or otherwise interferes with the operation of the POTW	ARAR - Applicable to industrial users who discharge pollutants into POTWs and then into waters of the State
		Augusta-Richmond County Code Title 5 § 5-3-5(b) Limits concentrations of pollutants in wastewater discharge to the POTW. Maximum concentration of Site C01s includes: • 1,1-Dichloroethane (0.34 mg/l) • 1,1-Dichloroethylene (not established) • Tetrachloroethylene (0.69 mg/l) • Trichloroethylene (0.04 mg/l) • Vinyl chloride (not established)	ARAR - Applicable to industrial users who discharge pollutants into POTWs
	Transportation of hazardous waste on-site	40 CFR § 262.20(f) The generator manifesting requirements of 40 CFR § 262.20-262.32(b) do not apply. Generator or transporter must comply with the requirements set forth in 40 CFR §§ 263.30 and 263.31 in the event of a discharge of hazardous waste on a private or public right-of-way.	ARAR - Applicable to transportation of hazardous wastes on a public or private right-of-way within or along the border of contiguous property under the control of the same person, even if such contiguous property is divided by a public or private right-of-way

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Table 28 (Continued)

General Action Category	Law/Regulation	Summary of Requirements	ARAR/TBC Status	
(Continued)	Transportation of hazardous waste off-site	40 CFR CFR § 262.10(h);	Comply with the generator requirements of 40 CFR § 262.20-23 for manifesting, Sect. 262.30 for packaging, Sect. 262.31 for labeling, Sect. 262.32 for marking, Sect. 262.33 for placarding, Sect. 262.40, 262.41(a) for record keeping requirements, and Sect. 262.12 to obtain EPA ID number.	ARAR - Applicable to off-site transportation of RCRA-hazardous waste
		40 CFR CFR § 263.10(u)	Must comply with the requirements of 40 CFR § 263.11-263.31. A transporter who meets all applicable requirements of 49 CFR 171-179 and the requirements of 40 CFR § 263.11 and 263.31 will be deemed in compliance with 40 CFR § 263.	ARAR - Applicable to transportation of hazardous waste within the United States requiring a manifest
		GA Rule 391-3-11-.08(2)	Use Hazardous Waste Manifests on forms as designated by the Director and complete as required by the Director. The director requires the use of U.S. EPA Form "Uniform Hazardous Waste Manifest" for manifesting hazardous waste.	ARAR - Applicable during manifesting of hazardous wastes
	Transportation of hazardous materials	49 CFR CFR § 171.1(c)	Comply with all applicable provisions of the HMTA and DOT HMR at 49 CFR § 171-180.	ARAR - Applicable to any person who, under contract with a department or agency of the federal government, transports "in commerce," or causes to be transported or shipped, a hazardous material
	Notification and manifesting of hazardous wastes	Georgia Rule 391-3-11-.04(1)	Notify the Division of hazardous waste storage, treatment or disposal activities on forms provided by the Director. The U.S. EPA Form 8700-12 may be used to notify the GA EPD of any regulated hazardous waste activity.	ARAR - Applicable during generation of hazardous wastes
		GA Rule 391-3-11-.08(1)	Incorporate 40 CFR § Part 262 (2007) as amended by 71 Fed. Reg. 40258 (July 14, 2006) by reference, including but not limited to 40 CFR §262.11 "Hazardous Waste Determination", and §262.34 "Accumulation Time".	ARAR - Applicable during generation and determination of hazardous wastes
		GA Rule 391-3-11-.10	Incorporate 40 CFR CFR § 268 except for 71 FR 16802 (April 4, 2006), 40 CFR §§ 268.5, 268.6, 268.42(b), and 268.44(a)-(g).	ARAR - Applies to land disposal restrictions
	Closure Requirements	40 CFR CFR § 264, Subpart	Closure and post-closure requirements.	ARAR - Applicable for areas or sites where hazardous wastes have been disposed, deposited, refilled, or discharged.
		40 CFR § 264.228	Federal regulation for closure with waste in place.	ARAR - Applicable for capping of wastes left in place.

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Table 29
Chemical-Specific ARARs

Media	Source	Law/Regulation	Summary of Requirement	ARAR/TBC Status
Soil (Federal)	USEPA RSL Table 2008	Protection of Groundwater Risk-Based Soil Screening Levels (SSLs)	Provides non-enforceable, generic screening levels for constituents in soil based on potential migration to groundwater.	<u>TBC</u> — Non-promulgated risk-based guidance levels for constituents.
	USEPA RSL Table 2008	Protection of Groundwater MCL-Based Soil Screening Levels (SSLs)	Provides non-enforceable, generic screening levels for constituents in soil based on potential migration to groundwater.	<u>TBC</u> — Non-promulgated MCL-based guidance levels for constituents.
	USEPA Soil Screening Guidance (SSG) 1996	Migration to Groundwater Dilution Attenuation Factor 20 (DAF 20) Soil Screening Levels	Provides non-enforceable, generic screening levels for constituents in soil based on estimated dilution and attenuation during migration to groundwater.	<u>TBC</u> — Non-promulgated MCL-based guidance levels for constituents.
Groundwater (Federal)	40 CFR Part 141.61(a)	Safe Drinking Water Act, National Primary Drinking Water Regulations, Maximum Contaminant Levels (MCLs)	Specifies the maximum permissible concentrations of contaminants in public drinking water supplies. Federally enforceable standards based, in part, on health effects and on the availability and cost of treatment techniques.	<u>ARAR</u> — Relevant and appropriate for groundwater that is or may be used for drinking water.

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Table 29 (Continued)

Media	Source	Law/Regulation	Summary of Requirement	ARAR/TBC Status
Groundwater (State of Georgia)	Georgia Rule 391-3-5-.18(2)(b)	Georgia Safe Water Drinking Act, Primary Maximum Contaminant Levels (MCLs)	Specifies the Primary Maximum Contaminant Levels (MCLs) for Drinking Water for organic contaminants as specified in GA Rule 391-3-5-.18(2)(b) and 40 CFR 141.61(a).	<u>ARAR</u> – Relevant and appropriate for groundwater that is or may be used for drinking.
Protection of Surface Water (State of Georgia)	Georgia Rule 391-3-6-.03(5)(e)	Georgia Rules and Regulations for Water Quality Control – Protection of adjacent surface water body	All waters of the State shall be free from toxic, corrosive, acidic, and caustic substances in amounts, concentrations, or combinations which are harmful to humans, animals, or aquatic life.	<u>ARAR</u> – Relevant and appropriate to discharge from any source, including non-point sources, into all waters of the State.
	Georgia Rule 391-3-6-.03(5)(e)(iv)	Georgia Rules and Regulations for Water Quality Control – Protection of adjacent surface water body	In stream concentrations shall not exceed the specified concentrations for site-related contaminants of concern <ul style="list-style-type: none"> • 1,1-Dichloroethylene (7,100 ug/l) • Tetrachloroethylene (3.3 ug/l) • Trichloroethylene (30 ug/l) • Vinyl Chloride (2.4 ug/l) 	<u>ARAR</u> – Relevant and appropriate for surface water in Rocky Creek.

Notes:

ARAR
CFR
RSL
SSL
TBC

Applicable or Relevant and Appropriate Requirements
Code of Federal Regulations
Regional Screening Level
Soil Screening Level
To Be Considered

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Table 30 – Groundwater Action-Specific ARARs

Remedial Action Alternative Description	Law/Regulation	Summary of Requirements	ARAR/TBC Status
ERD of On- and Near-Property Groundwater; Performance Evaluation; and Institutional Controls	GA Rule 391-3-6-.13(5)(a); 391-3-6-.13(11)(b)	No injection activity may be conducted in a manner that allows the movement of fluid containing any contaminant into underground sources of drinking water, if the presence of that contaminant may cause a violation of any primary drinking water regulation under Georgia's Rules for safe Drinking Water, Chapter 391-3-5-.18, or may otherwise adversely affect the health of persons.	ARAR- Applicable for installation of Class V underground injection well
	GA Rule 391-3-6-.13(16)(b)	No new drainage wells may be constructed unless they have been designed by a professional geologist or professional engineer registered in the State of Georgia and the injected fluid does not contain any chemical constituent that exceeds any Maximum Contaminant Level identified in Rule 391-3-6-.18	ARAR- Applicable for installation of Class V underground injection well
	GA Rule 391-3-6-.13(12)(e)	Shall follow the procedures and requirements specified in Georgia Rule 391-3-6-.13(12)(e) for the construction of Class V wells	ARAR- Applicable for construction of Class V underground injection wells
	GA Rule 391-3-6-.13(12)(b)	Shall be sited so that the injection fluid does not contaminate an underground source of drinking water.	ARAR- Applicable for installation of Class V underground injection well
	GA Rule 391-3-6-.13(12)(h)	Shall be abandoned in accordance with the requirements of Georgia Rule 391-3-6-.13(12)(h)	ARAR - Applicable for abandonment of Class V underground injection wells
	GA Rule 391-3-6-.13(13)	Shall meet the requirements of Georgia Rule 391-3-6-.13(13) regarding the mechanical integrity of injection wells	ARAR - Applicable to operation of Class V underground injection wells.
	O.C.G.A § 12-5-134(5)	Established standards for construction of monitoring wells.	ARAR - Applicable to construction of Monitoring Wells
	40 CFR 264.97(c)	All monitoring wells must be cased in a manner that maintains the integrity of the monitoring well bore hole; this casing must be screened or perforated and packed with gravel or sand, where necessary, to enable collection of groundwater samples; the annular space above the sampling depth must be sealed to prevent contamination of groundwater and samples.	ARAR - Relevant and appropriate for construction of RCRA groundwater monitoring wells

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13.3 Cost Effectiveness

The selected remedy is cost effective because the remedy's costs are proportional to its overall effectiveness. This determination was made by evaluating the overall effectiveness of those alternatives that satisfied the threshold criteria (i.e. that are protective of human health and the environment and comply with all Federal and any more stringent State ARARs). Overall effectiveness was evaluated by assessing three of the five balancing criteria in combination (long-term effectiveness and permanence; reduction in toxicity, mobility, and volume through treatment; and short term effectiveness). The overall effectiveness of each alternative was then compared to each alternative's costs to determine cost-effectiveness. The relationship of the overall effectiveness of this alternative was determined to be proportional to its costs and hence represents a reasonable value for the money to be expended.

The present worth cost of the selected remedy was comparable to the other in-situ technologies but was chosen because of its proven abilities and its expected long term effectiveness.

13.4 Utilization of Permanent Solutions to the Maximum Extent Practicable

EPA has determined that the Selected Remedy represents the maximum extent to which permanent solutions and treatment technologies can be utilized at the Site. Of those alternatives that are protective of human health and the environment and comply with ARARs, EPA has determined that the Selected Remedy provides the best balance in terms of the five balancing criteria, while also considering the statutory preference for treatment as a principal element, and considering State and community acceptance. The Selected Remedy treats the contaminants in soil. It satisfies the criteria for long-term effectiveness by removing the contaminants from the soil and groundwater. The Selected Remedy does not present short-term risks different from the other treatment alternatives. There are no special implementability issues that set the Selected Remedy apart from any of the other alternatives evaluated.

13.5 Preference for Treatment as a Principal Element

EPA has determined that the ISTD, ISS and ISCO of the contaminated soil will meet the statutory preference for the selection of a remedy that involves treatment as a principal element.

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13.6 Five-Year Review Requirement

According to the NCP, 40 C.F.R. §300.430(f)(4)(ii), if a remedial action is selected that results in hazardous substances, pollutants or contaminants remaining at the site above levels that allow for unlimited use and unrestricted exposure, the lead agency shall review such action no less often than every five years after the initiation of the selected remedial action.

Since solidified soil will remain on-Site, EPA will perform five year reviews to ensure the protectiveness of human health and the environment. A statutory review will be conducted within five years after the initiation of the remedial action to ensure that the remedy continues to provide adequate protection of human health and the environment.

14.0 RESPONSIVENESS SUMMARY

The proposed plan was issued in June 2010. The public comment period began on June 28, 2010 and ended on July 28, 2010. EPA received no comments on the proposed plan during the comment period. The public meeting for the proposed plan was held on July 8, 2010 at a neighborhood community center. Representatives of EPA, GA EPD and the PRP group were in attendance; however, there was not any community attendance.

APPENDIX A RI DATA TABLES

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-1	GP-1	GP-2	GP-2	GP-2R	GP-2R	GP-3
			0 - 1 ft bgs 6/19/2007	3 - 4 ft bgs 6/19/2007	0 - 1 ft bgs 6/13/2007	3 - 4 ft bgs 6/13/2007	7 - 8 ft bgs 5/27/2008	11 - 12 ft bgs 5/27/2008	1 - 2 ft bgs 6/12/2007
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	36 U	16 U	46	50	11 U	10 U	160
Gasoline	--	mg/kg	0.54 U	0.53 U	0.54 U	0.52 U	0.53 U	0.52 U	0.53 U
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
1,1,2-Trichloroethane	5,500	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
1,1-Dichloroethane	17,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
1,1-Dichloroethene	1,100,000	ug/kg	8 U	7 U	7 UJ	8 UJ	10 U	10 U	9 U
1,2-Dichlorobenzene	10,000,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
1,4-Dichlorobenzene	13,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
2-Butanone	190,000,000	ug/kg	8 U	7 U	7 U	8 U	4 J	10 U	9 U
2-Hexanone	--	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
4-Methyl-2-pentanone	52,000,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
Acetone	610,000,000	ug/kg	8 UJ	7 UJ	7 UJ	9 UJ	28 U	10 U	32 UJ
Benzene	5,600	ug/kg	8 U	7 U	7 UJ	8 UJ	10 U	10 U	9 UJ
Carbon Disulfide	3,000,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
Carbon Tetrachloride	1,300	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
Chloroethane	62,000,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
Cyclohexane	30,000,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
Dichlorodifluoromethane	780,000	ug/kg	8 U	7 U	7 UJ	8 U	10 U	10 U	9 UJ
Ethylbenzene	29,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
Isopropylbenzene	11,000,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
Methyl Acetate	1,000,000,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
Methylcyclohexane	14,000,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
Methylene Chloride	54,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
Tetrachloroethene	2,700	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
Toluene	46,000,000	ug/kg	8 U	7 U	7 UJ	8 UJ	10 U	10 U	9 U
trans-1,2-Dichloroethene	500,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
Trichloroethene	14,000	ug/kg	8 U	7 U	7 UJ	8 UJ	10 U	10 U	9 U
Trichlorofluoromethane	3,400,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
Vinyl Chloride	1,700	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U
Xylenes (total)	2,600,000	ug/kg	8 U	7 U	7 U	8 U	10 U	10 U	9 U

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			GP-1	GP-1	GP-2	GP-2	GP-2R	GP-2R	GP-3
			0 - 1 ft bgs 6/19/2007	3 - 4 ft bgs 6/19/2007	0 - 1 ft bgs 6/13/2007	3 - 4 ft bgs 6/13/2007	7 - 8 ft bgs 5/27/2008	11 - 12 ft bgs 5/27/2008	1 - 2 ft bgs 6/12/2007
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	360 U	350 U	360 U	680 U	350 U	340 U	700 U
Acenaphthylene	--	ug/kg	390	350 U	470	480 J	350 U	340 U	1900
Anthracene	170,000,000	ug/kg	170 J	350 U	280 J	240 J	350 U	340 U	740
Benzo(a)anthracene	2,100	ug/kg	440	350 U	1200	1100	350 U	340 U	3500
Benzo(a)pyrene	210	ug/kg	510	350 U	1400	1600	350 U	340 U	4900
Benzo(b)fluoranthene	2,100	ug/kg	520	350 U	1100	1300	350 U	340 U	3700
Benzo(g,h,i)perylene	--	ug/kg	470	350 U	950	1200	350 U	340 U	3100
Benzo(k)fluoranthene	21,000	ug/kg	780	350 U	1400	1600	350 U	340 U	4100
Chrysene	210,000	ug/kg	750	350 U	1400	1400	350 U	340 U	4100
Dibenzo(a,h)anthracene	210	ug/kg	170 J	350 U	360	470 J	350 U	340 U	1100
Fluoranthene	22,000,000	ug/kg	640	350 U	950	840	350 U	340 U	2900
Fluorene	22,000,000	ug/kg	360 U	350 U	360 U	680 U	350 U	340 U	700 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	520	350 U	1000 J	1300 J	350 U	340 U	4000
Naphthalene	670,000	ug/kg	81 J	350 U	360 U	680 U	350 U	340 U	700 U
Phenanthrene	--	ug/kg	300 J	350 U	310 J	310 J	350 U	340 U	830
Pyrene	17,000,000	ug/kg	770	350 U	1600	1400	350 U	340 U	5700
Inorganics									
Aluminum	990,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Antimony	410	mg/kg	NA	NA	NA	NA	NA	NA	NA
Arsenic	1.6	mg/kg	NA	NA	NA	NA	NA	NA	NA
Barium	190,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Beryllium	2,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Cadmium	810	mg/kg	NA	NA	NA	NA	NA	NA	NA
Calcium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Chromium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Cobalt	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Copper	41,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Iron	720,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Lead	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Magnesium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Manganese	23,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Mercury	28	mg/kg	NA	NA	NA	NA	NA	NA	NA
Nickel	20,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Potassium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Selenium	5,100	mg/kg	NA	NA	NA	NA	NA	NA	NA
Sodium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Vanadium	7,200	mg/kg	NA	NA	NA	NA	NA	NA	NA
Zinc	310,000	mg/kg	NA	NA	NA	NA	NA	NA	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-3	GP-3	GP-4	GP-4	GP-4	GP-4	GP-5
			3 - 4 ft bgs 6/12/2007	15 - 16 ft bgs 6/12/2007	1 - 2 ft bgs 6/19/2007	3 - 4 ft bgs 6/19/2007	15 - 16 ft bgs 6/19/2007	19 - 20 ft bgs 6/19/2007	0 - 1 ft bgs 6/14/2007
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	120	220	53	53	15 U	14 U	64
Gasoline	--	mg/kg	0.52 U	1.1	0.53 U	0.53 U	0.57 U	0.56 U	0.57 U
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	2 J	7 U	5 J	11	8 U	7 U	8 U
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
1,1,2-Trichloroethane	5,500	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
1,1-Dichloroethane	17,000	ug/kg	9 U	7 U	9 U	4 J	8 U	7 U	8 U
1,1-Dichloroethene	1,100,000	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
1,2-Dichlorobenzene	10,000,000	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
1,4-Dichlorobenzene	13,000	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
2-Butanone	190,000,000	ug/kg	9 U	7 U	17	7 U	8 U	7 U	8 U
2-Hexanone	--	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
4-Methyl-2-pentanone	52,000,000	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
Acetone	610,000,000	ug/kg	9 UJ	54 UJ	120 J	7 UJ	65 J	45	8 UJ
Benzene	5,600	ug/kg	9 UJ	7 UJ	9 U	7 U	8 U	7 U	8 U
Carbon Disulfide	3,000,000	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
Carbon Tetrachloride	1,300	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
Chloroethane	62,000,000	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	2 J	7 U	7 J	20	8 U	7 U	8 U
Cyclohexane	30,000,000	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
Dichlorodifluoromethane	780,000	ug/kg	9 UJ	7 UJ	9 U	7 U	8 U	7 U	8 U
Ethylbenzene	29,000	ug/kg	9 U	9	9 U	7 U	8 U	7 U	8 U
Isopropylbenzene	11,000,000	ug/kg	9 U	2 J	9 U	7 U	8 U	7 U	8 U
Methyl Acetate	1,000,000,000	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
Methylcyclohexane	14,000,000	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
Methylene Chloride	54,000	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
Tetrachloroethene	2,700	ug/kg	2 J	7 U	9 U	7 U	8 U	7 U	8 U
Toluene	46,000,000	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
trans-1,2-Dichloroethene	500,000	ug/kg	9 U	7 U	3 J	4 J	8 U	7 U	8 U
Trichloroethene	14,000	ug/kg	2 J	7 UJ	44	80	8 U	7 U	8 U
Trichlorofluoromethane	3,400,000	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
Vinyl Chloride	1,700	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U
Xylenes (total)	2,600,000	ug/kg	9 U	7 U	9 U	7 U	8 U	7 U	8 U

Table 4-1.
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-3	GP-3	GP-4	GP-4	GP-4	GP-4	GP-5
			3 - 4 ft bgs 6/12/2007	15 - 16 ft bgs 6/12/2007	1 - 2 ft bgs 6/19/2007	3 - 4 ft bgs 6/19/2007	15 - 16 ft bgs 6/19/2007	19 - 20 ft bgs 6/19/2007	0 - 1 ft bgs 6/14/2007
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	690 U	380 U	350 U	690 U	380 U	370 U	760 U
Acenaphthylene	--	ug/kg	320 J	380 U	680	400 J	380 U	370 U	630 J
Anthracene	170,000,000	ug/kg	690 U	380 U	240 J	140 J	380 U	370 U	320 J
Benzo(a)anthracene	2,100	ug/kg	420 J	380 U	710	480 J	380 U	370 U	830
Benzo(a)pyrene	210	ug/kg	770	380 U	1100	720	380 U	370 U	1100
Benzo(b)fluoranthene	2,100	ug/kg	540 J	380 U	1700 XJ	490 J	380 U	370 U	1100
Benzo(g,h,i)perylene	--	ug/kg	980	380 U	1600	720	380 U	370 U	1300 J
Benzo(k)fluoranthene	21,000	ug/kg	790	380 U	1600 XJ	750	380 U	370 U	1100 J
Chrysene	210,000	ug/kg	730	380 U	1100	680 J	380 U	370 U	1300
Dibenzo(a,h)anthracene	.210	ug/kg	210 J	380 U	340 J	180 J	380 U	370 U	280 J
Fluoranthene	22,000,000	ug/kg	300 J	380 U	650	440 J	380 U	370 U	1100
Fluorene	22,000,000	ug/kg	690 U	380 U	350 U	690 U	380 U	370 U	760 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	730	380 U	1400	700	380 U	370 U	1100
Naphthalene	670,000	ug/kg	690 U	380 U	75 J	690 U	380 U	370 U	760 U
Phenanthrene	--	ug/kg	300 J	110 J	310 J	160 J	380 U	370 U	510 J
Pyrene	17,000,000	ug/kg	1200	380 U	1100	620 J	380 U	370 U	1800
Inorganics									
Aluminum	990,000	mg/kg	NA	NA	NA	NA	NA	7990	NA
Antimony	410	mg/kg	NA	NA	NA	NA	NA	6.6 UJ	NA
Arsenic	1.6	mg/kg	NA	NA	NA	NA	NA	2.3	NA
Barium	190,000	mg/kg	NA	NA	NA	NA	NA	5.4 J	NA
Beryllium	2,000	mg/kg	NA	NA	NA	NA	NA	0.1 J	NA
Cadmium	810	mg/kg	NA	NA	NA	NA	NA	0.55 U	NA
Calcium	--	mg/kg	NA	NA	NA	NA	NA	156 J	NA
Chromium	--	mg/kg	NA	NA	NA	NA	NA	12.8	NA
Cobalt	--	mg/kg	NA	NA	NA	NA	NA	8.1	NA
Copper	41,000	mg/kg	NA	NA	NA	NA	NA	3.7	NA
Iron	720,000	mg/kg	NA	NA	NA	NA	NA	10600	NA
Lead	--	mg/kg	NA	NA	NA	NA	NA	0.98 J	NA
Magnesium	--	mg/kg	NA	NA	NA	NA	NA	72.3 J	NA
Manganese	23,000	mg/kg	NA	NA	NA	NA	NA	12.1	NA
Mercury	28	mg/kg	NA	NA	NA	NA	NA	0.1 U	NA
Nickel	20,000	mg/kg	NA	NA	NA	NA	NA	1.3 J	NA
Potassium	--	mg/kg	NA	NA	NA	NA	NA	67 J	NA
Selenium	5,100	mg/kg	NA	NA	NA	NA	NA	0.44 J	NA
Sodium	--	mg/kg	NA	NA	NA	NA	NA	65.7 J	NA
Vanadium	7,200	mg/kg	NA	NA	NA	NA	NA	21.2	NA
Zinc	310,000	mg/kg	NA	NA	NA	NA	NA	6.8	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-5	GP-5	GP-5	GP-6	GP-6	GP-6	GP-6-DUP
			3 - 4 ft bgs 6/14/2007	11 - 12 ft bgs 6/14/2007	15 - 16 ft bgs 6/14/2007	0 - 1 ft bgs 6/14/2007	3 - 4 ft bgs 6/14/2007	7 - 8 ft bgs 6/14/2007	7 - 8 ft bgs 6/14/2007
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	190	4.5 J	11 U	170	160	6.3 J	3.4 J
Gasoline	--	mg/kg	0.58 U	0.055 J	0.063 J	0.55 U	0.54 U	0.54 U	0.54 U
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	9 U	9 U	7 U	11	20	8 U	8 U
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
1,1,2-Trichloroethane	5,500	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
1,1-Dichloroethane	17,000	ug/kg	9 U	9 U	7 U	9 U	5 J	8 U	8 U
1,1-Dichloroethene	1,100,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
1,2-Dichlorobenzene	10,000,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
1,4-Dichlorobenzene	13,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
2-Butanone	190,000,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
2-Hexanone	--	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
4-Methyl-2-pentanone	52,000,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
Acetone	610,000,000	ug/kg	9 UJ	9 UJ	7 UJ	9 UJ	8 UJ	8 UJ	8 UJ
Benzene	5,600	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
Carbon Disulfide	3,000,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
Carbon Tetrachloride	1,300	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
Chloroethane	62,000,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
Cyclohexane	30,000,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
Dichlorodifluoromethane	780,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
Ethylbenzene	29,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
Isopropylbenzene	11,000,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
Methyl Acetate	1,000,000,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
Methylcyclohexane	14,000,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
Methylene Chloride	54,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
Tetrachloroethene	2,700	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
Toluene	46,000,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
trans-1,2-Dichloroethene	500,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
Trichloroethene	14,000	ug/kg	9 U	9 U	7 U	4 J	16	8 U	8 U
Trichlorofluoromethane	3,400,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
Vinyl Chloride	1,700	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U
Xylenes (total)	2,600,000	ug/kg	9 U	9 U	7 U	9 U	8 U	8 U	8 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-5	GP-5	GP-5	GP-6	GP-6	GP-6	GP-6-DUP
			3 - 4 ft bgs 6/14/2007	11 - 12 ft bgs 6/14/2007	15 - 16 ft bgs 6/14/2007	0 - 1 ft bgs 6/14/2007	3 - 4 ft bgs 6/14/2007	7 - 8 ft bgs 6/14/2007	7 - 8 ft bgs 6/14/2007
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	380 U	380 U	380 U	360 U	720 U	360 U	360 U
Acenaphthylene	--	ug/kg	430	380 U	380 U	370	2100	360 U	360 U
Anthracene	170,000,000	ug/kg	250 J	380 U	380 U	200 J	1000	360 U	360 U
Benzo(a)anthracene	2,100	ug/kg	370 J	380 U	380 U	520 J	3600	360 U	360 U
Benzo(a)pyrene	210	ug/kg	620 J	380 U	380 U	750 J	4900	360 U	360 U
Benzo(b)fluoranthene	2,100	ug/kg	710 J	380 U	380 U	1400 XJ	5100 D	360 U	360 U
Benzo(g,h,i)perylene	--	ug/kg	590 J	380 UJ	380 UJ	960 J	1600	360 U	360 U
Benzo(k)fluoranthene	21,000	ug/kg	700 J	380 U	380 U	1300 XJ	2900	360 U	360 U
Chrysene	210,000	ug/kg	700 J	380 U	380 U	900 J	4000	360 U	360 U
Dibenzo(a,h)anthracene	210	ug/kg	150 J	380 U	380 U	250 J	540 J	360 U	360 U
Fluoranthene	22,000,000	ug/kg	460 J	380 U	380 U	680	2700	360 U	360 U
Fluorene	22,000,000	ug/kg	380 U	380 U	380 U	360 U	160 J	360 U	360 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	660 J	380 U	380 U	930 J	1900	360 U	360 U
Naphthalene	670,000	ug/kg	90 J	380 U	380 U	360 U	220 J	360 U	360 U
Phenanthrene	--	ug/kg	290 J	380 U	380 U	340 J	1600	360 U	360 U
Pyrene	17,000,000	ug/kg	1600 J	380 U	380 U	1300 J	4100	360 U	360 U
Inorganics									
Aluminum	990,000	mg/kg	5050	NA	NA	NA	NA	NA	NA
Antimony	410	mg/kg	7 UJ	NA	NA	NA	NA	NA	NA
Arsenic	1.6	mg/kg	2.3	NA	NA	NA	NA	NA	NA
Barium	190,000	mg/kg	37.9	NA	NA	NA	NA	NA	NA
Beryllium	2,000	mg/kg	0.58 U	NA	NA	NA	NA	NA	NA
Cadmium	810	mg/kg	0.14 J	NA	NA	NA	NA	NA	NA
Calcium	--	mg/kg	484 J	NA	NA	NA	NA	NA	NA
Chromium	--	mg/kg	7.9	NA	NA	NA	NA	NA	NA
Cobalt	--	mg/kg	0.88 J	NA	NA	NA	NA	NA	NA
Copper	41,000	mg/kg	5.1	NA	NA	NA	NA	NA	NA
Iron	720,000	mg/kg	6050	NA	NA	NA	NA	NA	NA
Lead	--	mg/kg	63.9	NA	NA	NA	NA	NA	NA
Magnesium	--	mg/kg	174 J	NA	NA	NA	NA	NA	NA
Manganese	23,000	mg/kg	42.7	NA	NA	NA	NA	NA	NA
Mercury	28	mg/kg	0.12 U	NA	NA	NA	NA	NA	NA
Nickel	20,000	mg/kg	106 J	NA	NA	NA	NA	NA	NA
Potassium	--	mg/kg	145 J	NA	NA	NA	NA	NA	NA
Selenium	5,100	mg/kg	4.1 UJ	NA	NA	NA	NA	NA	NA
Sodium	--	mg/kg	583 U	NA	NA	NA	NA	NA	NA
Vanadium	7,200	mg/kg	12.6	NA	NA	NA	NA	NA	NA
Zinc	310,000	mg/kg	107 J	NA	NA	NA	NA	NA	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-6	GP-7	GP-7	GP-7	GP-7	GP-8	GP-8
			11 - 12 ft bgs 6/14/2007	0 - 1 ft bgs 6/15/2007	3 - 4 ft bgs 6/15/2007	15 - 16 ft bgs 6/15/2007	19 - 20 ft bgs 6/15/2007	0 - 1 ft bgs 6/18/2007	3 - 4 ft bgs 6/18/2007
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	11 U	6.6 J	240	730	31	63	1500
Gasoline	--	mg/kg	0.053 J	0.54 U	0.56 U	7.3	0.54 U	0.55 U	16
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	7 U	8 U	2 J	1300 U	7 U	8 U	740 J
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	7 U	8 U	7 J	1300 U	7 U	8 U	340 J
1,1,2-Trichloroethane	5,500	ug/kg	7 U	8 U	8 U	1300 U	7 U	8 U	810 U
1,1-Dichloroethane	17,000	ug/kg	7 U	8 U	8 U	1300 U	7 U	8 U	1400
1,1-Dichloroethene	1,100,000	ug/kg	7 U	8 U	8 U	1300 U	7 U	8 U	810 U
1,2-Dichlorobenzene	10,000,000	ug/kg	7 U	8 U	8 U	1300 U	7 U	8 U	810 U
1,4-Dichlorobenzene	13,000	ug/kg	7 U	8 U	8 U	1300 U	7 U	8 U	810 U
2-Butanone	190,000,000	ug/kg	7 U	8 U	41	1300 U	7 U	8 UJ	810 UJ
2-Hexanone	--	ug/kg	7 U	8 U	8 U	1300 U	7 U	8 U	810 U
4-Methyl-2-pentanone	52,000,000	ug/kg	7 U	8 U	8 U	1300 U	7 U	8 U	810 U
Acetone	610,000,000	ug/kg	7 UJ	8 UJ	140 UJ	500 J	19 UJ	8 UJ	350 J
Benzene	5,600	ug/kg	7 U	8 U	8 U	1300 U	7 U	8 U	480 J
Carbon Disulfide	3,000,000	ug/kg	7 U	8 U	8 U	1300 U	7 U	8 U	810 U
Carbon Tetrachloride	1,300	ug/kg	7 U	8 U	8 U	1300 U	7 U	8 U	810 U
Chloroethane	62,000,000	ug/kg	7 U	8 U	8 U	1300 U	7 U	8 U	810 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	7 U	8 U	8 U	1300 U	7 U	8 U	9600
Cyclohexane	30,000,000	ug/kg	7 U	8 U	5 J	1300 U	7 U	8 U	810 U
Dichlorodifluoromethane	780,000	ug/kg	7 U	8 U	8 U	1300 U	7 U	8 U	810 U
Ethylbenzene	29,000	ug/kg	7 U	8 U	5 J	1400	7 U	8 U	910
Isopropylbenzene	11,000,000	ug/kg	7 U	8 U	8 U	460 J	7 U	8 U	290 J
Methyl Acetate	1,000,000,000	ug/kg	2 J	8 U	8 U	1300 U	3 J	8 U	230 J
Methylcyclohexane	14,000,000	ug/kg	7 U	8 U	3 J	590 J	7 U	8 U	670 J
Methylene Chloride	54,000	ug/kg	7 U	8 U	8 U	1300 U	7 U	8 U	810 U
Tetrachloroethene	2,700	ug/kg	7 U	8 U	8	1300 U	7 U	8 U	400 J
Toluene	46,000,000	ug/kg	7 U	8 U	21	1300 U	7 U	8 U	3300
trans-1,2-Dichloroethene	500,000	ug/kg	7 U	8 U	8 U	1300 U	7 U	8 U	630 J
Trichloroethene	14,000	ug/kg	7 U	8 U	7 J	1300 U	7 U	8 U	750 J
Trichlorofluoromethane	3,400,000	ug/kg	7 U	8 U	8 U	1300 U	7 U	8 U	340 J
Vinyl Chloride	1,700	ug/kg	7 U	8 U	2 J	1300 U	7 U	8 U	820
Xylenes (total)	2,600,000	ug/kg	7 U	8 U	23	950 J	7 U	8 U	5400

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-6	GP-7	GP-7	GP-7	GP-7	GP-8	GP-8
			11 - 12 ft bgs	0 - 1 ft bgs	3 - 4 ft bgs	15 - 16 ft bgs	19 - 20 ft bgs	0 - 1 ft bgs	3 - 4 ft bgs
			6/14/2007	6/15/2007	6/15/2007	6/15/2007	6/15/2007	6/18/2007	6/18/2007
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	360 U	350 U	370 U	110 J	360 U	360 U	160 J
Acenaphthylene	--	ug/kg	360 U	350 U	290 J	380 U	360 U	110 J	200 J
Anthracene	170,000,000	ug/kg	360 U	350 U	160 J	380 U	360 U	360 U	200 J
Benzo(a)anthracene	2,100	ug/kg	360 U	350 U	270 J	380 UJ	360 U	170 J	610 J
Benzo(a)pyrene	210	ug/kg	360 U	350 U	410 J	380 UJ	360 U	240 J	630 J
Benzo(b)fluoranthene	2,100	ug/kg	360 U	350 U	500 J	380 UJ	360 U	180 J	1200 XJ
Benzo(g,h,i)perylene	--	ug/kg	360 UJ	350 U	350 J	380 UJ	360 U	250 J	600 J
Benzo(k)fluoranthene	21,000	ug/kg	360 U	350 U	400 J	380 UJ	360 U	250 J	1100 XJ
Chrysene	210,000	ug/kg	360 U	350 U	450	93 J	360 U	260 J	810 J
Dibenzo(a,h)anthracene	210	ug/kg	360 U	350 U	90 J	380 UJ	360 U	360 U	130 J
Fluoranthene	22,000,000	ug/kg	360 U	350 U	310 J	380 U	360 U	200 J	780 J
Fluorene	22,000,000	ug/kg	360 U	350 U	370 U	170 J	360 U	360 U	250 J
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	360 U	350 U	360 J	380 UJ	360 U	230 J	610 J
Naphthalene	670,000	ug/kg	360 U	350 U	200 J	1700	360 U	360 U	1400
Phenanthrene	--	ug/kg	360 U	350 U	290 J	430	360 U	99 J	1200 J
Pyrene	17,000,000	ug/kg	360 U	350 U	770	260 J	360 U	300 J	1600 J
Inorganics									
Aluminum	990,000	mg/kg	NA	NA	NA	NA	NA	NA	4950
Antimony	410	mg/kg	NA	NA	NA	NA	NA	NA	0.39 J
Arsenic	1.6	mg/kg	NA	NA	NA	NA	NA	NA	1.8
Barium	190,000	mg/kg	NA	NA	NA	NA	NA	NA	30.3
Beryllium	2,000	mg/kg	NA	NA	NA	NA	NA	NA	0.13 J
Cadmium	810	mg/kg	NA	NA	NA	NA	NA	NA	0.54 U
Calcium	--	mg/kg	NA	NA	NA	NA	NA	NA	444 J
Chromium	--	mg/kg	NA	NA	NA	NA	NA	NA	6 J
Cobalt	--	mg/kg	NA	NA	NA	NA	NA	NA	3 J
Copper	41,000	mg/kg	NA	NA	NA	NA	NA	NA	5.8
Iron	720,000	mg/kg	NA	NA	NA	NA	NA	NA	5510
Lead	--	mg/kg	NA	NA	NA	NA	NA	NA	158
Magnesium	--	mg/kg	NA	NA	NA	NA	NA	NA	612
Manganese	23,000	mg/kg	NA	NA	NA	NA	NA	NA	72.9
Mercury	28	mg/kg	NA	NA	NA	NA	NA	NA	0.11 U
Nickel	20,000	mg/kg	NA	NA	NA	NA	NA	NA	2.3 J
Potassium	--	mg/kg	NA	NA	NA	NA	NA	NA	810
Selenium	5,100	mg/kg	NA	NA	NA	NA	NA	NA	3.7 U
Sodium	--	mg/kg	NA	NA	NA	NA	NA	NA	535 U
Vanadium	7,200	mg/kg	NA	NA	NA	NA	NA	NA	11.4
Zinc	310,000	mg/kg	NA	NA	NA	NA	NA	NA	35

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-8	GP-8-DUP	GP-8	GP-8	GP-9	GP-9	GP-9
			15 - 16 ft bgs 6/18/2007	15 - 16 ft bgs 6/18/2007	19 - 20 ft bgs 6/18/2007	0 - 1 ft bgs 6/18/2007	3 - 4 ft bgs 6/18/2007	15 - 16 ft bgs 6/18/2007	19 - 20 ft bgs 6/18/2007
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	890 J	67 J	11 U	27	5300	1900	12 U
Gasoline	--	mg/kg	37	18	0.63	0.54 U	58	16	0.58 U
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	820 UJ	7 UJ	7 U	9 U	860 U	920 U	8 U
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	480 J	14 J	38	9 U	860 U	13000	6 J
1,1,2-Trichloroethane	5,500	ug/kg	820 UJ	7 UJ	7 U	9 U	860 U	920 U	8 U
1,1-Dichloroethane	17,000	ug/kg	820 UJ	4 J	10	9 U	860 U	260 J	7 J
1,1-Dichloroethene	1,100,000	ug/kg	820 UJ	7 UJ	7 U	9 U	860 U	920 U	8 U
1,2-Dichlorobenzene	10,000,000	ug/kg	110 J	7 UJ	7 U	9 U	860 U	280 J	8 U
1,4-Dichlorobenzene	13,000	ug/kg	820 UJ	7 UJ	7 U	9 U	860 U	920 U	8 U
2-Butanone	190,000,000	ug/kg	820 UJ	6 J	8	9 UJ	860 UJ	920 UJ	8 UJ
2-Hexanone	--	ug/kg	5700 J	7 U	7 U	9 U	860 U	1800	8 U
4-Methyl-2-pentanone	52,000,000	ug/kg	820 UJ	7 U	7 U	9 U	3300 J	920 U	8 U
Acetone	610,000,000	ug/kg	820 UJ	29 UJ	27 UJ	9 UJ	860 UJ	1200 UJ	12 UJ
Benzene	5,600	ug/kg	820 UJ	7 UJ	7 U	9 U	860 U	920 U	8 U
Carbon Disulfide	3,000,000	ug/kg	820 UJ	7 UJ	7 U	9 U	860 U	920 U	8 U
Carbon Tetrachloride	1,300	ug/kg	820 UJ	7 UJ	7 U	9 U	860 U	920 U	8 U
Chloroethane	62,000,000	ug/kg	820 UJ	7 UJ	4 J	9 U	860 U	920 U	8 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	820 UJ	7 UJ	2 J	9 U	1000	920 U	6 J
Cyclohexane	30,000,000	ug/kg	820 UJ	7 UJ	7 U	9 U	860 U	880 J	8 U
Dichlorodifluoromethane	780,000	ug/kg	820 UJ	7 UJ	7 U	9 U	860 U	920 U	8 U
Ethylbenzene	29,000	ug/kg	1900 J	21 J	32	9 U	3000 J	3000	8 U
Isopropylbenzene	11,000,000	ug/kg	830 J	5 J	6 J	9 U	1300 J	980	8 U
Methyl Acetate	1,000,000,000	ug/kg	820 UJ	7 UJ	4 J	9 U	860 U	920 U	8 U
Methylcyclohexane	14,000,000	ug/kg	3100 J	21 J	30	9 U	1700 J	1100	8 U
Methylene Chloride	54,000	ug/kg	820 UJ	7 UJ	7 U	9 U	860 U	920 U	8 U
Tetrachloroethene	2,700	ug/kg	820 UJ	7 UJ	7 U	9 U	1200	710 J	8 U
Toluene	46,000,000	ug/kg	590 J	10 J	12	9 U	3800 J	2200	3 J
trans-1,2-Dichloroethene	500,000	ug/kg	820 UJ	7 UJ	7 U	9 U	860 U	920 U	8 U
Trichloroethene	14,000	ug/kg	820 UJ	7 UJ	7 U	9 U	860 U	920 U	8 U
Trichlorofluoromethane	3,400,000	ug/kg	820 UJ	7 UJ	7 U	9 U	860 U	920 U	8 U
Vinyl Chloride	1,700	ug/kg	820 UJ	3 J	13	9 U	860 U	230 J	3 J
Xylenes (total)	2,600,000	ug/kg	11000 J	100 J	150	9 U	24000 J	17000	4 J

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-8	GP-8-DUP	GP-8	GP-9	GP-9	GP-9	GP-9
			15 - 16 ft bgs 6/18/2007	15 - 16 ft bgs 6/18/2007	19 - 20 ft bgs 6/18/2007	0 - 1 ft bgs 6/18/2007	3 - 4 ft bgs 6/18/2007	15 - 16 ft bgs 6/18/2007	19 - 20 ft bgs 6/18/2007
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	380 U	380 U	370 UJ	350 U	610 J	310 J	380 U
Acenaphthylene	--	ug/kg	380 U	380 U	370 U	120 J	1100 U	1100 U	380 U
Anthracene	170,000,000	ug/kg	380 U	380 U	370 U	350 U	1100 U	1100 U	380 U
Benzo(a)anthracene	2,100	ug/kg	380 U	380 U	370 U	280 J	1100 U	1100 U	380 U
Benzo(a)pyrene	210	ug/kg	380 U	380 U	370 U	320 J	1100 U	1100 U	380 U
Benzo(b)fluoranthene	2,100	ug/kg	380 U	380 U	370 U	260 J	1100 U	1100 U	380 U
Benzo(g,h,i)perylene	--	ug/kg	380 U	380 U	370 U	280 J	1100 U	1100 U	380 U
Benzo(k)fluoranthene	21,000	ug/kg	380 U	380 U	370 U	380	1100 U	1100 U	380 U
Chrysene	210,000	ug/kg	380 U	380 U	370 U	360	390 J	1100 U	380 U
Dibenzo(a,h)anthracene	210	ug/kg	380 U	380 U	370 U	91 J	1100 U	1100 U	380 U
Fluoranthene	22,000,000	ug/kg	380 U	380 U	370 U	300 J	1100 U	1100 U	380 U
Fluorene	22,000,000	ug/kg	380 U	380 U	370 U	350 U	860 J	470 J	380 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	380 U	380 U	370 U	310 J	1100 U	1100 U	380 U
Naphthalene	670,000	ug/kg	360 J	380 U	370 U	350 U	6700	2900	380 U
Phenanthrene	--	ug/kg	380 U	380 U	370 U	120 J	2800	1300	380 U
Pyrene	17,000,000	ug/kg	380 U	380 U	370 U	460	660 J	1100 U	380 U
Inorganics									
Aluminum	990,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Antimony	410	mg/kg	NA	NA	NA	NA	NA	NA	NA
Arsenic	1.6	mg/kg	NA	NA	NA	NA	NA	NA	NA
Barium	190,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Beryllium	2,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Cadmium	810	mg/kg	NA	NA	NA	NA	NA	NA	NA
Calcium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Chromium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Cobalt	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Copper	41,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Iron	720,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Lead	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Magnesium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Manganese	23,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Mercury	28	mg/kg	NA	NA	NA	NA	NA	NA	NA
Nickel	20,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Potassium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Selenium	5,100	mg/kg	NA	NA	NA	NA	NA	NA	NA
Sodium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Vanadium	7,200	mg/kg	NA	NA	NA	NA	NA	NA	NA
Zinc	310,000	mg/kg	NA	NA	NA	NA	NA	NA	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:							
			GP-10	GP-10	GP-11	GP-11	GP-12	GP-12	GP-13	
			0 - 1 ft bgs 6/15/2007	3 - 4 ft bgs 6/15/2007	0 - 1 ft bgs 6/15/2007	3 - 4 ft bgs 6/15/2007	0 - 1 ft bgs 6/14/2007	3 - 4 ft bgs 6/14/2007	0 - 1 ft bgs 6/12/2007	
Petroleum Products										
Diesel Range Organics (DRO)	--	mg/kg	260	78	18	4.1 J	3.9 J	11 U		44
Gasoline	--	mg/kg	0.54 U	0.53 U	0.54 U	0.53 U	0.55 U	0.05 J		0.53 U
Volatile Organics										
1,1,1-Trichloroethane	39,000,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
1,1,2-Trichloroethane	5,500	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
1,1-Dichloroethane	17,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
1,1-Dichloroethene	1,100,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
1,2-Dichlorobenzene	10,000,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
1,4-Dichlorobenzene	13,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
2-Butanone	190,000,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
2-Hexanone	--	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
4-Methyl-2-pentanone	52,000,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
Acetone	610,000,000	ug/kg	8 U	9 U	10 U	8 U	10 U	7 U		8 U
Benzene	5,600	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
Carbon Disulfide	3,000,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
Carbon Tetrachloride	1,300	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
Chloroethane	62,000,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
Cyclohexane	30,000,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
Dichlorodifluoromethane	780,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
Ethylbenzene	29,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
Isopropylbenzene	11,000,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
Methyl Acetate	1,000,000,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
Methylcyclohexane	14,000,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
Methylene Chloride	54,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
Tetrachloroethene	2,700	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		7 J
Toluene	46,000,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		12 J
trans-1,2-Dichloroethene	500,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
Trichloroethene	14,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		3 J
Trichlorofluoromethane	3,400,000	ug/kg	8 U	7 U	3 J	8 U	10 U	7 U		8 U
Vinyl Chloride	1,700	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U
Xylenes (total)	2,600,000	ug/kg	8 U	7 U	10 U	8 U	10 U	7 U		8 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-10	GP-10	GP-11	GP-11	GP-12	GP-12	GP-13
			0 - 1 ft bgs 6/15/2007	3 - 4 ft bgs 6/15/2007	0 - 1 ft bgs 6/15/2007	3 - 4 ft bgs 6/15/2007	0 - 1 ft bgs 6/14/2007	3 - 4 ft bgs 6/14/2007	0 - 1 ft bgs 6/12/2007
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	350 U	350 U	350 U	350 U	360 U	370 U	350 U
Acenaphthylene	--	ug/kg	260 J	350 U	310 J	350 U	360 U	370 U	110 J
Anthracene	170,000,000	ug/kg	140 J	350 U	150 J	350 U	360 U	370 U	81 J
Benzo(a)anthracene	2,100	ug/kg	210 J	350 U	200 J	350 U	360 U	370 U	440
Benzo(a)pyrene	210	ug/kg	290 J	87 J	390	350 U	85 J	370 U	430
Benzo(b)fluoranthene	2,100	ug/kg	610 XJ	350 U	410	350 U	82 J	370 U	350 J
Benzo(g,h,i)perylene	--	ug/kg	460	350 U	650	350 U	110 J	370 UJ	200 J
Benzo(k)fluoranthene	21,000	ug/kg	570 XJ	79 J	370	350 U	91 J	370 U	450
Chrysene	210,000	ug/kg	350 J	84 J	340 J	350 U	100 J	370 U	530
Dibenzo(a,h)anthracene	210	ug/kg	110 J	350 U	160 J	350 U	360 U	370 U	89 J
Fluoranthene	22,000,000	ug/kg	250 J	86 J	270 J	350 U	87 J	370 U	630
Fluorene	22,000,000	ug/kg	350 U	350 U	350 U	350 U	360 U	370 U	350 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	460	350 U	640	350 U	100 J	370 U	320 J
Naphthalene	670,000	ug/kg	350 U	350 U	350 U	350 U	360 U	370 U	350 U
Phenanthrene	--	ug/kg	170 J	350 U	140 J	350 U	360 U	370 U	410
Pyrene	17,000,000	ug/kg	390	99 J	390	350 U	110 J	370 U	770
Inorganics									
Aluminum	990,000	mg/kg	NA	4580	NA	NA	NA	NA	NA
Antimony	410	mg/kg	NA	6.2 UJ	NA	NA	NA	NA	NA
Arsenic	1.6	mg/kg	NA	2	NA	NA	NA	NA	NA
Barium	190,000	mg/kg	NA	21.7	NA	NA	NA	NA	NA
Beryllium	2,000	mg/kg	NA	0.51 U	NA	NA	NA	NA	NA
Cadmium	810	mg/kg	NA	0.51 U	NA	NA	NA	NA	NA
Calcium	--	mg/kg	NA	381 J	NA	NA	NA	NA	NA
Chromium	--	mg/kg	NA	7.2	NA	NA	NA	NA	NA
Cobalt	--	mg/kg	NA	0.53 J	NA	NA	NA	NA	NA
Copper	41,000	mg/kg	NA	4.1	NA	NA	NA	NA	NA
Iron	720,000	mg/kg	NA	5310	NA	NA	NA	NA	NA
Lead	--	mg/kg	NA	15.7	NA	NA	NA	NA	NA
Magnesium	--	mg/kg	NA	117 J	NA	NA	NA	NA	NA
Manganese	23,000	mg/kg	NA	67.6	NA	NA	NA	NA	NA
Mercury	28	mg/kg	NA	0.084 U	NA	NA	NA	NA	NA
Nickel	20,000	mg/kg	NA	1.5 J	NA	NA	NA	NA	NA
Potassium	--	mg/kg	NA	71.9 J	NA	NA	NA	NA	NA
Selenium	5,100	mg/kg	NA	3.6 UJ	NA	NA	NA	NA	NA
Sodium	--	mg/kg	NA	514 U	NA	NA	NA	NA	NA
Vanadium	7,200	mg/kg	NA	11.2	NA	NA	NA	NA	NA
Zinc	310,000	mg/kg	NA	20.5 J	NA	NA	NA	NA	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-13	GP-13	GP-13	GP-13R	GP-14	GP-14	GP-14
			3 - 4 ft bgs 6/12/2007	7 - 8 ft bgs 6/12/2007	11 - 12 ft bgs 6/12/2007	16 - 16 ft bgs 5/27/2008	0 - 1 ft bgs 6/12/2007	3 - 4 ft bgs 6/12/2007	7 - 8 ft bgs 6/12/2007
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	47	20	11 U	11 U	13	22	10 U
Gasoline	--	mg/kg	0.54 U	0.54 U	0.56 U	0.56 U	0.53 U	0.55 U	0.52 U
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	39	11	8 U	10 U	7 U	14	8 U
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
1,1,2-Trichloroethane	5,600	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
1,1-Dichloroethane	17,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
1,1-Dichloroethene	1,100,000	ug/kg	8 J	5 J	8 UJ	10 U	7 U	16	8 U
1,2-Dichlorobenzene	10,000,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
1,4-Dichlorobenzene	13,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
2-Butanone	190,000,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
2-Hexanone	--	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
4-Methyl-2-pentanone	52,000,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
Acetone	610,000,000	ug/kg	8 UJ	9 UJ	10 U	10 U	10 UJ	10 UJ	14 UJ
Benzene	6,600	ug/kg	8 UJ	9 UJ	8 UJ	10 U	7 UJ	10 UJ	8 UJ
Carbon Disulfide	3,000,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
Carbon Tetrachloride	1,300	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
Chloroethane	62,000,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	10	24	8 U	4 J	7 U	32	8 U
Cyclohexane	30,000,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
Dichlorodifluoromethane	780,000	ug/kg	8 UJ	9 UJ	8 UJ	10 U	7 UJ	10 U	8 UJ
Ethylbenzene	29,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
Isopropylbenzene	11,000,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
Methyl Acetate	1,000,000,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
Methylcyclohexane	14,000,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
Methylene Chloride	54,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
Tetrachloroethene	2,700	ug/kg	9400 D	2400 D	8 U	20	7 U	150	8 U
Toluene	46,000,000	ug/kg	8 U	9 U	8 UJ	10 U	7 U	10 U	8 U
trans-1,2-Dichloroethene	500,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
Trichloroethene	14,000	ug/kg	3600 D	610 DJ	8 UJ	20	2 J	17000 D	8 UJ
Trichlorofluoromethane	3,400,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
Vinyl Chloride	1,700	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U
Xylenes (total)	2,600,000	ug/kg	8 U	9 U	8 U	10 U	7 U	10 U	8 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial. Soil Screening Level	Units	Concentration in Sample:						
			GP-13	GP-13	GP-13	GP-13R	GP-14	GP-14	GP-14
			3 - 4 ft bgs 6/12/2007	7 - 8 ft bgs 6/12/2007	11 - 12 ft bgs 6/12/2007	15 - 16 ft bgs 5/27/2008	0 - 1 ft bgs 6/12/2007	3 - 4 ft bgs 6/12/2007	7 - 8 ft bgs 6/12/2007
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	350 U	360 U	370 U	370 UJ	350 U	360 U	340 U
Acenaphthylene	--	ug/kg	510	170 J	370 U	370 U	350 U	360 J	340 U
Anthracene	170,000,000	ug/kg	220 J	84 J	370 U	370 U	350 U	170 J	340 U
Benzo(a)anthracene	2,100	ug/kg	700	360	370 U	370 U	350 U	750	340 U
Benzo(a)pyrene	210	ug/kg	970	490	370 U	370 U	350 U	990	340 U
Benzo(b)fluoranthene	2,100	ug/kg	1700 XJ	950 XJ	370 U	370 U	350 U	860	340 U
Benzo(g,h,i)perylene	--	ug/kg	830	330 J	370 U	370 U	350 U	830	340 U
Benzo(k)fluoranthene	21,000	ug/kg	1700 XJ	950 XJ	370 U	370 U	350 U	970	340 U
Chrysene	210,000	ug/kg	970	560	370 U	370 U	350 U	890	340 U
Dibenzo(a,h)anthracene	210	ug/kg	220 J	110 J	370 U	370 U	350 U	240 J	340 U
Fluoranthene	22,000,000	ug/kg	720	560	370 U	370 U	350 U	720	340 U
Fluorene	22,000,000	ug/kg	350 U	360 U	370 U	370 U	350 U	360 U	340 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	890	380	370 U	370 U	350 U	880	340 U
Naphthalene	670,000	ug/kg	350 U	360 U	370 U	370 U	350 U	360 U	340 U
Phenanthrene	--	ug/kg	340 J	280 J	370 U	370 U	350 U	210 J	340 U
Pyrene	17,000,000	ug/kg	1300	710	370 U	370 U	350 U	1100	340 U
Inorganics									
Aluminum	990,000	mg/kg	NA	NA	NA	9980	NA	NA	NA
Antimony	410	mg/kg	NA	NA	NA	R	NA	NA	NA
Arsenic	1.6	mg/kg	NA	NA	NA	2.3	NA	NA	NA
Barium	190,000	mg/kg	NA	NA	NA	6.6 J	NA	NA	NA
Beryllium	2,000	mg/kg	NA	NA	NA	0.094 J	NA	NA	NA
Cadmium	810	mg/kg	NA	NA	NA	0.56 U	NA	NA	NA
Calcium	--	mg/kg	NA	NA	NA	557 U	NA	NA	NA
Chromium	--	mg/kg	NA	NA	NA	13.7	NA	NA	NA
Cobalt	--	mg/kg	NA	NA	NA	5.6 U	NA	NA	NA
Copper	41,000	mg/kg	NA	NA	NA	4.4	NA	NA	NA
Iron	720,000	mg/kg	NA	NA	NA	10900	NA	NA	NA
Lead	--	mg/kg	NA	NA	NA	0.97 J	NA	NA	NA
Magnesium	--	mg/kg	NA	NA	NA	83.6 J	NA	NA	NA
Manganese	23,000	mg/kg	NA	NA	NA	10.7	NA	NA	NA
Mercury	28	mg/kg	NA	NA	NA	0.11 U	NA	NA	NA
Nickel	20,000	mg/kg	NA	NA	NA	1.5 J	NA	NA	NA
Potassium	--	mg/kg	NA	NA	NA	61.1 J	NA	NA	NA
Selenium	5,100	mg/kg	NA	NA	NA	0.67 J	NA	NA	NA
Sodium	--	mg/kg	NA	NA	NA	557 U	NA	NA	NA
Vanadium	7,200	mg/kg	NA	NA	NA	22.2	NA	NA	NA
Zinc	310,000	mg/kg	NA	NA	NA	6.3 J	NA	NA	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:							
			GP-14	GP-15	GP-15	GP-15	GP-15-DUP	GP-15	GP-16	
			11 - 12 ft bgs 6/12/2007	0 - 1 ft bgs 6/12/2007	3 - 4 ft bgs 6/12/2007	7 - 8 ft bgs 6/12/2007	7 - 8 ft bgs 6/12/2007	11 - 12 ft bgs 6/12/2007	0 - 1 ft bgs 6/12/2007	
Petroleum Products										
Diesel Range Organics (DRO)	--	mg/kg	10 U	14	8.1 J	4 J	11 U	2.9 J	110	
Gasoline	--	mg/kg	0.52 U	0.53 U	0.53 U	0.63 U	0.53 U	0.52 U	0.53 U	
Volatile Organics										
1,1,1-Trichloroethane	39,000,000	ug/kg	8 U	9 U	2 J	10 U	8 U	8 U	34	
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
1,1,2-Trichloroethane	5,500	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
1,1-Dichloroethane	17,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	3 J	
1,1-Dichloroethene	1,100,000	ug/kg	8 U	9 U	8 UJ	10 UJ	8 UJ	8 UJ	8 U	
1,2-Dichlorobenzene	10,000,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
1,4-Dichlorobenzene	13,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
2-Butanone	190,000,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
2-Hexanone	--	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
4-Methyl-2-pentanone	52,000,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
Acetone	610,000,000	ug/kg	20 UJ	11 UJ	10 J	14 UJ	9 UJ	11 UJ	8 UJ	
Benzene	5,600	ug/kg	8 UJ	9 UJ	8 UJ	10 UJ	8 UJ	8 UJ	8 UJ	
Carbon Disulfide	3,000,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
Carbon Tetrachloride	1,300	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
Chloroethane	62,000,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
cis-1,2-Dichloroethene	10,000,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
Cyclohexane	30,000,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
Dichlorodifluoromethane	780,000	ug/kg	8 UJ	9 UJ	8 UJ	10 UJ	8 UJ	8 UJ	8 UJ	
Ethylbenzene	29,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
Isopropylbenzene	11,000,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
Methyl Acetate	1,000,000,000	ug/kg	5 J	9 U	8 U	10 U	8 U	4 J	8 U	
Methylcyclohexane	14,000,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
Methylene Chloride	54,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
Tetrachloroethene	2,700	ug/kg	8 U	5 J	3 J	2 J	8 U	8 U	51	
Toluene	46,000,000	ug/kg	8 U	9 U	8 UJ	10 UJ	8 UJ	8 UJ	8 U	
trans-1,2-Dichloroethene	500,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
Trichloroethene	14,000	ug/kg	8 UJ	10 J	6 J	4 J	8 UJ	8 UJ	31,000 D	
Trichlorofluoromethane	3,400,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
Vinyl Chloride	1,700	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	
Xylenes (total)	2,600,000	ug/kg	8 U	9 U	8 U	10 U	8 U	8 U	8 U	

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:							
			GP-14	GP-15	GP-15	GP-15	GP-15-DUP	GP-15	GP-16	
			11 - 12 ft bgs 6/12/2007	0 - 1 ft bgs 6/12/2007	3 - 4 ft bgs 6/12/2007	7 - 8 ft bgs 6/12/2007	7 - 8 ft bgs 6/12/2007	11 - 12 ft bgs 6/12/2007	0 - 1 ft bgs 6/12/2007	
Semivolatile Organics										
Acenaphthene	33,000,000	ug/kg	340 U	350 U	350 U	420 U	350 U	340 U	350 U	
Acenaphthylene	--	ug/kg	340 U	350 U	350 U	420 U	350 U	340 U	1100	
Anthracene	170,000,000	ug/kg	340 U	350 U	350 U	420 U	350 U	340 U	480	
Benzo(a)anthracene	2,100	ug/kg	340 U	350 U	350 U	420 U	350 U	340 U	1300	
Benzo(a)pyrene	210	ug/kg	340 U	78 J	350 U	420 U	350 U	340 U	2200	
Benzo(b)fluoranthene	2,100	ug/kg	340 U	71 J	350 U	420 U	350 U	340 U	2600	
Benzo(g,h,i)perylene	--	ug/kg	340 U	87 J	350 U	420 U	350 U	340 U	1500	
Benzo(k)fluoranthene	21,000	ug/kg	340 U	96 J	350 U	420 U	350 U	340 U	1700	
Chrysene	210,000	ug/kg	340 U	82 J	350 U	420 U	350 U	340 U	1900	
Dibenzo(a,h)anthracene	210	ug/kg	340 U	350 U	350 U	420 U	350 U	340 U	480	
Fluoranthene	22,000,000	ug/kg	340 U	350 U	350 U	420 U	350 U	340 U	1300	
Fluorene	22,000,000	ug/kg	340 U	350 U	350 U	420 U	350 U	340 U	350 U	
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	340 U	75 J	350 U	420 U	350 U	340 U	1900	
Naphthalene	670,000	ug/kg	340 U	350 U	350 U	420 U	350 U	340 U	350 U	
Phenanthrene	--	ug/kg	340 U	350 U	350 U	420 U	350 U	340 U	500	
Pyrene	17,000,000	ug/kg	340 U	71 J	350 U	420 U	350 U	340 U	1900	
Inorganics										
Aluminum	990,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Antimony	410	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Arsenic	1.6	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Barium	190,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Beryllium	2,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Cadmium	810	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Calcium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Chromium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Cobalt	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Copper	41,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Iron	720,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Lead	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Magnesium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Manganese	23,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Mercury	28	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Nickel	20,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Potassium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Selenium	5,100	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Sodium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Vanadium	7,200	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Zinc	310,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	

Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-16	GP-16	GP-16	GP-17	GP-17	GP-17R	GP-17R-DUP
			3 - 4 ft bgs 6/12/2007	7 - 8 ft bgs 6/12/2007	11 - 12 ft bgs 6/12/2007	0 - 1 ft bgs 6/19/2007	3 - 4 ft bgs 6/19/2007	7 - 8 ft bgs 5/29/2008	7 - 8 ft bgs 5/29/2008
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	6.5 J	10 U	5.9 J	29 U	25 U	10 U	10 U
Gasoline	--	mg/kg	0.53 U	0.52 U	0.52 U	0.53 U	0.097 J	0.52 U	0.52 U
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	34	2 J	8 U	8 U	4 J	15	1300 U
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
1,1,2-Trichloroethane	5,500	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
1,1-Dichloroethane	17,000	ug/kg	3 J	9 U	8 U	8 U	8 U	11 U	1300 U
1,1-Dichloroethene	1,100,000	ug/kg	8 UJ	9 U	8 UJ	8 U	8 U	11 U	1300 U
1,2-Dichlorobenzene	10,000,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
1,4-Dichlorobenzene	13,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
2-Butanone	190,000,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
2-Hexanone	--	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
4-Methyl-2-pentanone	52,000,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
Acetone	610,000,000	ug/kg	11 UJ	14 UJ	12 UJ	8 UJ	8 U	11 U	1300 U
Benzene	5,600	ug/kg	8 UJ	9 UJ	8 UJ	8 U	8 U	11 U	1300 U
Carbon Disulfide	3,000,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
Carbon Tetrachloride	1,300	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
Chloroethane	62,000,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
Cyclohexane	30,000,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
Dichlorodifluoromethane	780,000	ug/kg	8 UJ	9 UJ	8 UJ	8 U	8 U	11 U	1300 U
Ethylbenzene	29,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
Isopropylbenzene	11,000,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
Methyl Acetate	1,000,000,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
Methylcyclohexane	14,000,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
Methylene Chloride	54,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
Tetrachloroethene	2,700	ug/kg	42	3 J	8 U	25	7000 D	160	1200 J
Toluene	46,000,000	ug/kg	8 UJ	9 U	8 UJ	8 U	8 U	11 U	1300 U
trans-1,2-Dichloroethene	500,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
Trichloroethene	14,000	ug/kg	120 J	4 J	8 UJ	12	8000 D	110	700 J
Trichlorofluoromethane	3,400,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
Vinyl Chloride	1,700	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U
Xylenes (total)	2,600,000	ug/kg	8 U	9 U	8 U	8 U	8 U	11 U	1300 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-16	GP-16	GP-16	GP-17	GP-17	GP-17R	GP-17R-DUP
			3 - 4 ft bgs 6/12/2007	7 - 8 ft bgs 6/12/2007	11 - 12 ft bgs 6/12/2007	0 - 1 ft bgs 6/19/2007	3 - 4 ft bgs 6/19/2007	7 - 8 ft bgs 5/29/2008	7 - 8 ft bgs 5/29/2008
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	350 U	340 U	340 U	700 U	350 U	340 U	340 U
Acenaphthylene	--	ug/kg	350 U	340 U	340 U	700 U	350 U	340 U	340 U
Anthracene	170,000,000	ug/kg	350 U	340 U	340 U	700 U	350 U	340 U	340 U
Benzo(a)anthracene	2,100	ug/kg	350 U	340 U	340 U	700 U	350 U	340 U	340 U
Benzo(a)pyrene	210	ug/kg	350 U	340 U	340 U	700 U	350 U	340 U	340 U
Benzo(b)fluoranthene	2,100	ug/kg	350 U	340 U	340 U	700 U	350 U	340 U	340 U
Benzo(g,h,i)perylene	--	ug/kg	350 U	340 U	340 U	700 U	350 U	340 U	340 U
Benzo(k)fluoranthene	21,000	ug/kg	350 U	340 U	340 U	700 U	350 U	340 U	340 U
Chrysene	210,000	ug/kg	350 U	340 U	340 U	700 U	350 U	340 U	340 U
Dibenzo(a,h)anthracene	210	ug/kg	350 U	340 U	340 U	700 U	350 U	340 U	340 U
Fluoranthene	22,000,000	ug/kg	350 U	340 U	340 U	700 U	350 U	340 U	340 U
Fluorene	22,000,000	ug/kg	350 U	340 U	340 U	700 U	350 U	340 U	340 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	350 U	340 U	340 U	700 U	350 U	340 U	340 U
Naphthalene	670,000	ug/kg	350 U	340 U	340 U	700 U	350 U	340 U	340 U
Phenanthrene	--	ug/kg	350 U	340 U	340 U	700 U	350 U	340 U	340 U
Pyrene	17,000,000	ug/kg	350 U	340 U	340 U	700 U	350 U	340 U	340 U
Inorganics									
Aluminum	990,000	mg/kg	6130	NA	NA	NA	NA	1410	1750
Antimony	410	mg/kg	6.4 U	NA	NA	NA	NA	6.2 UJ	6.1 UJ
Arsenic	1.6	mg/kg	19.8	NA	NA	NA	NA	1 U	1 U
Barium	190,000	mg/kg	58	NA	NA	NA	NA	2.5 J	4 J
Beryllium	2,000	mg/kg	0.3 J	NA	NA	NA	NA	0.03 J	0.04 J
Cadmium	810	mg/kg	0.53 U	NA	NA	NA	NA	0.52 U	0.51 U
Calcium	--	mg/kg	1110	NA	NA	NA	NA	516 U	508 U
Chromium	--	mg/kg	10.5	NA	NA	NA	NA	1.7	1.8
Cobalt	--	mg/kg	5.3 U	NA	NA	NA	NA	5.2 U	5.1 U
Copper	41,000	mg/kg	8	NA	NA	NA	NA	2.5 U	3.7
Iron	720,000	mg/kg	5980	NA	NA	NA	NA	1200	1430
Lead	--	mg/kg	20.1	NA	NA	NA	NA	0.57 J	0.87 J
Magnesium	--	mg/kg	225 J	NA	NA	NA	NA	26.8 J	48.2 J
Manganese	23,000	mg/kg	25.6	NA	NA	NA	NA	7.1	13.1
Mercury	28	mg/kg	0.11 U	NA	NA	NA	NA	0.099 U	0.11 U
Nickel	20,000	mg/kg	2.6 J	NA	NA	NA	NA	0.41 J	0.59 J
Potassium	--	mg/kg	157 J	NA	NA	NA	NA	516 UJ	22.3 J
Selenium	5,100	mg/kg	3.7 U	NA	NA	NA	NA	3.6 UJ	3.6 UJ
Sodium	--	mg/kg	534 U	NA	NA	NA	NA	516 U	508 U
Vanadium	7,200	mg/kg	14.4	NA	NA	NA	NA	2.3 J	2.7 J
Zinc	310,000	mg/kg	16.3	NA	NA	NA	NA	2.6 J	4.3 J

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:							
			GP-17R	GP-18	GP-18	GP-18	GP-18	GP-19	GP-19	
			11 - 12 ft bgs 5/29/2008	0 - 1 ft bgs 6/13/2007	3 - 4 ft bgs 6/13/2007	11 - 12 ft bgs 6/13/2007	15 - 16 ft bgs 6/13/2007	1 - 2 ft bgs 6/13/2007	3 - 4 ft bgs 6/13/2007	
Petroleum Products										
Diesel Range Organics (DRO)	--	mg/kg	11 U	12	4.7 J	2.3 J	7.1 J	6.4 J	47	
Gasoline	--	mg/kg	0.54 U	0.54 U	0.54 U	0.53 U	0.57 U	0.69 U	0.54 U	
Volatile Organics										
1,1,1-Trichloroethane	39,000,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
1,1,2-Trichloroethane	5,500	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
1,1-Dichloroethane	17,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
1,1-Dichloroethene	1,100,000	ug/kg	10 U	8 UJ	8 UJ	8 UJ	8 U	10 UJ	8 UJ	
1,2-Dichlorobenzene	10,000,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
1,4-Dichlorobenzene	13,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
2-Butanone	190,000,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
2-Hexanone	--	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
4-Methyl-2-pentanone	52,000,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
Acetone	610,000,000	ug/kg	10 U	9 UJ	9 UJ	10 J	6 J	10 J	11 UJ	
Benzene	5,600	ug/kg	10 U	8 UJ	8 UJ	8 UJ	8 U	10 UJ	8 UJ	
Carbon Disulfide	3,000,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
Carbon Tetrachloride	1,300	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
Chloroethane	62,000,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
cis-1,2-Dichloroethene	10,000,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	3 J	
Cyclohexane	30,000,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
Dichlorodifluoromethane	780,000	ug/kg	10 U	8 UJ	8 UJ	8 UJ	8 U	10 UJ	8 UJ	
Ethylbenzene	29,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
Isopropylbenzene	11,000,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
Methyl Acetate	1,000,000,000	ug/kg	10 U	8 U	8 U	4 J	8 U	10 U	8 U	
Methylcyclohexane	14,000,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
Methylene Chloride	54,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
Tetrachloroethene	2,700	ug/kg	3 J	6 J	4 J	10	8 U	10 U	16	
Toluene	45,000,000	ug/kg	10 U	8 UJ	8 UJ	8 UJ	8 U	10 UJ	8 UJ	
trans-1,2-Dichloroethene	500,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
Trichloroethene	14,000	ug/kg	5 J	3 J	2 J	2 J	8 U	10 UJ	16 J	
Trichlorofluoromethane	3,400,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
Vinyl Chloride	1,700	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	
Xylenes (total)	2,600,000	ug/kg	10 U	8 U	8 U	8 U	8 U	10 U	8 U	

Table 4-1
Summary of Results for Analytes Detected In Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-17R	GP-18	GP-18	GP-18	GP-18	GP-19	GP-19
			11 - 12 ft bgs 6/29/2008	0 - 1 ft bgs 6/13/2007	3 - 4 ft bgs 6/13/2007	11 - 12 ft bgs 6/13/2007	15 - 16 ft bgs 6/13/2007	1 - 2 ft bgs 6/13/2007	3 - 4 ft bgs 6/13/2007
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	360 U	350 U	360 U	350 U	380 U	460 U	350 U
Acenaphthylene	--	ug/kg	360 U	350 U	360 U	350 U	380 U	460 U	130 J
Anthracene	170,000,000	ug/kg	360 U	350 U	360 U	350 U	380 U	460 U	350 U
Benzo(a)anthracene	2,100	ug/kg	360 U	110 J	360 U	350 U	380 U	460 U	300 J
Benzo(a)pyrene	210	ug/kg	360 U	150 J	360 U	350 U	380 U	460 U	380
Benzo(b)fluoranthene	2,100	ug/kg	360 U	120 J	360 U	350 U	380 U	460 U	350 J
Benzo(g,h,i)perylene	--	ug/kg	360 U	150 J	360 U	350 U	380 U	460 U	320 J
Benzo(k)fluoranthene	21,000	ug/kg	360 U	180 J	360 U	350 U	380 U	460 U	420
Chrysene	210,000	ug/kg	360 U	170 J	360 U	350 U	380 U	460 U	410
Dibenzo(a,h)anthracene	210	ug/kg	360 U	350 U	360 U	350 U	380 U	460 U	120 J
Fluoranthene	22,000,000	ug/kg	360 U	150 J	360 U	350 U	380 U	460 U	230 J
Fluorene	22,000,000	ug/kg	360 U	350 U	360 U	350 U	380 U	460 U	350 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	360 U	130 J	360 U	350 U	380 U	460 U	340 J
Naphthalene	670,000	ug/kg	360 U	350 U	360 U	350 U	380 U	460 U	350 U
Phenanthrene	--	ug/kg	360 U	86 J	360 U	350 U	380 U	460 U	85 J
Pyrene	17,000,000	ug/kg	360 U	200 J	360 U	350 U	380 U	460 U	410
Inorganics									
Aluminum	990,000	mg/kg	NA	NA	NA	NA	15500	NA	4880
Antimony	410	mg/kg	NA	NA	NA	NA	6.7 UJ	NA	6.5 U
Arsenic	1.6	mg/kg	NA	NA	NA	NA	3.5	NA	1.4
Barium	190,000	mg/kg	NA	NA	NA	NA	12.4 J	NA	20.5 J
Beryllium	2,000	mg/kg	NA	NA	NA	NA	0.56 U	NA	0.12 J
Cadmium	810	mg/kg	NA	NA	NA	NA	0.56 U	NA	0.54 U
Calcium	--	mg/kg	NA	NA	NA	NA	136 J	NA	442 J
Chromium	--	mg/kg	NA	NA	NA	NA	28.4	NA	7.6
Cobalt	--	mg/kg	NA	NA	NA	NA	0.58 J	NA	5.4 U
Copper	41,000	mg/kg	NA	NA	NA	NA	8.3	NA	4.4
Iron	720,000	mg/kg	NA	NA	NA	NA	16800	NA	5720
Lead	--	mg/kg	NA	NA	NA	NA	2.2	NA	16.9
Magnesium	--	mg/kg	NA	NA	NA	NA	127 J	NA	166 J
Manganese	23,000	mg/kg	NA	NA	NA	NA	19.4	NA	64.6
Mercury	28	mg/kg	NA	NA	NA	NA	0.095 U	NA	0.098 U
Nickel	20,000	mg/kg	NA	NA	NA	NA	2.5 J	NA	1.9 J
Potassium	--	mg/kg	NA	NA	NA	NA	98 J	NA	95.2 J
Selenium	5,100	mg/kg	NA	NA	NA	NA	3.9 UJ	NA	3.8 U
Sodium	--	mg/kg	NA	NA	NA	NA	558 U	NA	539 U
Vanadium	7,200	mg/kg	NA	NA	NA	NA	38.3	NA	11.2
Zinc	310,000	mg/kg	NA	NA	NA	NA	7.9 J	NA	363

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-19	GP-19R	GP-20	GP-20	GP-20	GP-20	GP-21
			7 - 8 ft bgs 6/13/2007	11 - 12 ft bgs 5/28/2008	0 - 1 ft bgs 6/13/2007	3 - 4 ft bgs 6/13/2007	7 - 8 ft bgs 6/13/2007	11 - 12 ft bgs 6/13/2007	0 - 1 ft bgs 6/14/2007
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	2.5 J	11 U	23	11	4.4 J	3.9 J	170
Gasoline	--	mg/kg	0.51 U	0.54 U	0.54 U	0.54 U	0.53 U	0.68 U	0.29 J
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	10 U	10 U	7 U	4 J	8 U	R	28
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
1,1,2-Trichloroethane	5,500	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
1,1-Dichloroethane	17,000	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
1,1-Dichloroethene	1,100,000	ug/kg	10 UJ	10 U	7 UJ	10 UJ	8 UJ	R	6 J
1,2-Dichlorobenzene	10,000,000	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
1,4-Dichlorobenzene	13,000	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
2-Butanone	190,000,000	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
2-Hexanone	--	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
4-Methyl-2-pentanone	52,000,000	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
Acetone	610,000,000	ug/kg	13 UJ	10 U	9 UJ	14 UJ	11 UJ	R	17 UJ
Benzene	5,600	ug/kg	10 UJ	10 U	7 UJ	10 UJ	8 UJ	R	15 U
Carbon Disulfide	3,000,000	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
Carbon Tetrachloride	1,300	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
Chloroethane	62,000,000	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	10 U	10 U	7 U	2 J	8 U	R	15 U
Cyclohexane	30,000,000	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
Dichlorodifluoromethane	780,000	ug/kg	10 UJ	10 U	7 UJ	10 UJ	8 UJ	R	15 UJ
Ethylbenzene	29,000	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
Isopropylbenzene	11,000,000	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
Methyl Acetate	1,000,000,000	ug/kg	4 J	10 U	7 U	2 J	8 U	R	15 U
Methylcyclohexane	14,000,000	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
Methylene Chloride	54,000	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
Tetrachloroethene	2,700	ug/kg	10 U	2 J	2 J	48	4 J	R	12000 D
Toluene	46,000,000	ug/kg	10 UJ	10 U	7 UJ	10 UJ	8 UJ	R	15 U
trans-1,2-Dichloroethene	500,000	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
Trichloroethene	14,000	ug/kg	10 UJ	4 J	7 UJ	40 J	3 J	R	1800 D
Trichlorofluoromethane	3,400,000	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
Vinyl Chloride	1,700	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U
Xylenes (total)	2,600,000	ug/kg	10 U	10 U	7 U	10 U	8 U	R	15 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-19	GP-19R	GP-20	GP-20	GP-20	GP-20	GP-21
			7 - 8 ft bgs 6/13/2007	11 - 12 ft bgs 5/28/2008	0 - 1 ft bgs 6/13/2007	3 - 4 ft bgs 6/13/2007	7 - 8 ft bgs 6/13/2007	11 - 12 ft bgs 6/13/2007	0 - 1 ft bgs 6/14/2007
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	340 U	350 U	360 U	360 U	350 U	450 U	340 U
Acenaphthylene	--	ug/kg	340 U	350 U	360 U	81 J	350 U	450 U	340 U
Anthracene	170,000,000	ug/kg	340 U	350 U	360 U	360 U	350 U	450 U	340 U
Benzo(a)anthracene	2,100	ug/kg	340 U	350 U	360 U	130 J	350 U	450 U	340 U
Benzo(a)pyrene	210	ug/kg	340 U	350 U	360 U	170 J	350 U	450 U	340 U
Benzo(b)fluoranthene	2,100	ug/kg	340 U	350 U	360 U	120 J	350 U	450 U	100 J
Benzo(g,h,i)perylene	--	ug/kg	340 U	350 U	360 U	170 J	350 U	450 U	96 J
Benzo(k)fluoranthene	21,000	ug/kg	340 U	350 U	360 U	210 J	350 U	450 U	100 J
Chrysene	210,000	ug/kg	340 U	350 U	360 U	170 J	350 U	450 U	110 J
Dibenzo(a,h)anthracene	210	ug/kg	340 U	350 U	360 U	360 U	350 U	450 U	340 U
Fluoranthene	22,000,000	ug/kg	340 U	350 U	360 U	100 J	350 U	450 U	340 U
Fluorene	22,000,000	ug/kg	340 U	350 U	360 U	360 U	350 U	450 U	340 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	340 U	350 U	360 U	160 J	350 U	450 U	100 J
Naphthalene	670,000	ug/kg	340 U	350 U	360 U	360 U	350 U	450 U	340 U
Phenanthrene	--	ug/kg	340 U	350 U	360 U	360 U	350 U	450 U	340 U
Pyrene	17,000,000	ug/kg	340 U	350 U	360 U	170 J	350 U	450 U	190 J
Inorganics									
Aluminum	990,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Antimony	410	mg/kg	NA	NA	NA	NA	NA	NA	NA
Arsenic	1.6	mg/kg	NA	NA	NA	NA	NA	NA	NA
Barium	190,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Beryllium	2,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Cadmium	810	mg/kg	NA	NA	NA	NA	NA	NA	NA
Calcium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Chromium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Cobalt	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Copper	41,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Iron	720,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Lead	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Magnesium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Manganese	23,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Mercury	28	mg/kg	NA	NA	NA	NA	NA	NA	NA
Nickel	20,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Potassium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Selenium	5,100	mg/kg	NA	NA	NA	NA	NA	NA	NA
Sodium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Vanadium	7,200	mg/kg	NA	NA	NA	NA	NA	NA	NA
Zinc	310,000	mg/kg	NA	NA	NA	NA	NA	NA	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-21	GP-21	GP-21-DUP	GP-21	GP-21	GP-21R	GP-21R-DUP
			3 - 4 ft bgs 6/14/2007	7 - 8 ft bgs 6/14/2007	7 - 8 ft bgs 6/14/2007	11 - 12 ft bgs 6/14/2007	15 - 16 ft bgs 6/14/2007	0 - 1 ft bgs 5/28/2008	0 - 1 ft bgs 5/28/2008
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	200	170	140	11 U	57	170	130
Gasoline	--	mg/kg	0.57	0.2 J	0.21 J	0.064 J	0.15 J	1.4	1.1
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	15	5 J	8 U	8 U	1300 U	15 J	46 J
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
1,1,2-Trichloroethane	5,500	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
1,1-Dichloroethane	17,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
1,1-Dichloroethene	1,100,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	5 J
1,2-Dichlorobenzene	10,000,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
1,4-Dichlorobenzene	13,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
2-Butanone	190,000,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
2-Hexanone	--	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
4-Methyl-2-pentanone	52,000,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
Acetone	610,000,000	ug/kg	7 UJ	8 UJ	8 UJ	8 UJ	310 J	11 U	11 U
Benzene	5,600	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
Carbon Disulfide	3,000,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
Carbon Tetrachloride	1,300	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
Chloroethane	62,000,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	3 J
Cyclohexane	30,000,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
Dichlorodifluoromethane	780,000	ug/kg	7 UJ	8 UJ	8 UJ	8 UJ	1300 UJ	10 U	10 U
Ethylbenzene	29,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
Isopropylbenzene	11,000,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
Methyl Acetate	1,000,000,000	ug/kg	7 U	3 J	3 J	8 U	1300 U	10 U	10 U
Methylcyclohexane	14,000,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
Methylene Chloride	54,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
Tetrachloroethene	2,700	ug/kg	13000 D	3000 D	390 EJ	4 J	14000	10000 D	10000 D
Toluene	46,000,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
trans-1,2-Dichloroethene	500,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
Trichloroethene	14,000	ug/kg	960 D	52 J	10 J	3 J	1200 J	1200 JD	1100 JD
Trichlorofluoromethane	3,400,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
Vinyl Chloride	1,700	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U
Xylenes (total)	2,600,000	ug/kg	7 U	8 U	8 U	8 U	1300 U	10 U	10 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-21	GP-21	GP-21-DUP	GP-21	GP-21	GP-21R	GP-21R-DUP
			3 - 4 ft bgs 6/14/2007	7 - 8 ft bgs 6/14/2007	7 - 8 ft bgs 6/14/2007	11 - 12 ft bgs 6/14/2007	15 - 16 ft bgs 6/14/2007	0 - 1 ft bgs 5/28/2008	0 - 1 ft bgs 5/28/2008
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	340 U	340 U	340 U	350 U	380 U	350 U	340 U
Acenaphthylene	--	ug/kg	340 U	340 U	340 U	350 U	380 U	350 U	340 U
Anthracene	170,000,000	ug/kg	340 U	340 U	340 U	350 U	380 U	350 U	340 U
Benzo(a)anthracene	2,100	ug/kg	160 J	340 U	340 U	350 U	380 U	350 U	71 J
Benzo(a)pyrene	210	ug/kg	340 U	340 U	340 U	350 U	380 U	350 U	340 U
Benzo(b)fluoranthene	2,100	ug/kg	170 J	340 U	340 U	350 U	380 U	350 U	340 U
Benzo(g,h,i)perylene	--	ug/kg	93 J	340 U	340 U	350 U	380 U	350 U	340 U
Benzo(k)fluoranthene	21,000	ug/kg	210 J	340 U	340 U	350 U	380 U	350 U	340 U
Chrysene	210,000	ug/kg	300 J	130 J	96 J	350 U	380 U	120 J	140 J
Dibenzo(a,h)anthracene	210	ug/kg	340 U	340 U	340 U	350 U	380 U	350 U	340 U
Fluoranthene	22,000,000	ug/kg	260 J	130 J	97 J	350 U	380 U	120 J	140 J
Fluorene	22,000,000	ug/kg	340 U	340 U	340 U	350 U	380 U	350 U	340 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	130 J	340 U	340 U	350 U	380 U	350 U	340 U
Naphthalene	670,000	ug/kg	340 U	340 U	340 U	350 U	380 U	350 U	340 U
Phenanthrene	--	ug/kg	320 J	260 J	170 J	350 U	380 U	260 J	330 J
Pyrene	17,000,000	ug/kg	580	230 J	160 J	350 U	380 U	320 J	420
Inorganics									
Aluminum	990,000	mg/kg	NA	NA	NA	NA	NA	5980	9070
Antimony	410	mg/kg	NA	NA	NA	NA	NA	R	R
Arsenic	1.6	mg/kg	NA	NA	NA	NA	NA	2	2.7
Barium	190,000	mg/kg	NA	NA	NA	NA	NA	13.3 J	12.6 J
Beryllium	2,000	mg/kg	NA	NA	NA	NA	NA	0.063 J	0.061 J
Cadmium	810	mg/kg	NA	NA	NA	NA	NA	0.51 U	0.52 U
Calcium	--	mg/kg	NA	NA	NA	NA	NA	333 J	205 J
Chromium	--	mg/kg	NA	NA	NA	NA	NA	10.9	15.1
Cobalt	--	mg/kg	NA	NA	NA	NA	NA	5.1 U	5.2 U
Copper	41,000	mg/kg	NA	NA	NA	NA	NA	3.1	3.2
Iron	720,000	mg/kg	NA	NA	NA	NA	NA	7360	10200
Lead	--	mg/kg	NA	NA	NA	NA	NA	5.4	4
Magnesium	--	mg/kg	NA	NA	NA	NA	NA	251 J	148 J
Manganese	23,000	mg/kg	NA	NA	NA	NA	NA	35	17.3
Mercury	28	mg/kg	NA	NA	NA	NA	NA	0.11 U	0.099 U
Nickel	20,000	mg/kg	NA	NA	NA	NA	NA	1.7 J	1.5 J
Potassium	--	mg/kg	NA	NA	NA	NA	NA	191 J	107 J
Selenium	5,100	mg/kg	NA	NA	NA	NA	NA	0.46 J	0.76 J
Sodium	--	mg/kg	NA	NA	NA	NA	NA	510 U	518 U
Vanadium	7,200	mg/kg	NA	NA	NA	NA	NA	18.6	31.4
Zinc	310,000	mg/kg	NA	NA	NA	NA	NA	8.4	6.6

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-21R	GP-21R	GP-21R	GP-21R	GP-21R	GP-21R	GP-22
			3 - 4 ft bgs 6/28/2008	7 - 8 ft bgs 6/28/2008	11 - 12 ft bgs 6/28/2008	15 - 16 ft bgs 5/28/2008	19 - 20 ft bgs 5/28/2008	24 - 25 ft bgs 5/29/2008	0 - 1 ft bgs 6/14/2007
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	11 U	10 U	250	100	54	4.9 J	7 J
Gasoline	--	mg/kg	0.53 U	0.52 U	21	11	1.1	0.57 U	0.05 J
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	11 U	10 U	140	7100 JD	1400 JD	3300 JD	9 U
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
1,1,2-Trichloroethane	5,500	ug/kg	11 U	10 U	10 U	10 U	2 J	6 J	9 U
1,1-Dichloroethane	17,000	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
1,1-Dichloroethene	1,100,000	ug/kg	11 U	10 U	5 J	10 U	450 JD	990 JD	9 U
1,2-Dichlorobenzene	10,000,000	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
1,4-Dichlorobenzene	13,000	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
2-Butanone	190,000,000	ug/kg	11 U	10 U	10 U	3 J	4 J	4 J	9 U
2-Hexanone	--	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
4-Methyl-2-pentanone	52,000,000	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
Acetone	610,000,000	ug/kg	11 U	10 U	10 U	17 U	10 U	13	9 UJ
Benzene	5,600	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
Carbon Disulfide	3,000,000	ug/kg	11 U	10 U	10 U	4 J	10 U	10 U	9 U
Carbon Tetrachloride	1,300	ug/kg	11 U	10 U	10 U	10 U	10 U	3 J	9 U
Chloroethane	62,000,000	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	11 U	10 U	10 U	10 U	2 J	5 J	9 U
Cyclohexane	30,000,000	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
Dichlorodifluoromethane	780,000	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 UJ
Ethylbenzene	29,000	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
Isopropylbenzene	11,000,000	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
Methyl Acetate	1,000,000,000	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
Methylcyclohexane	14,000,000	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
Methylene Chloride	54,000	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
Tetrachloroethene	2,700	ug/kg	29	6 J	160000 D	360000 D	9500 D	16000 D	3 J
Toluene	46,000,000	ug/kg	11 U	10 U	10 U	10 U	2 J	3 J	9 U
trans-1,2-Dichloroethene	500,000	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
Trichloroethene	14,000	ug/kg	7 J	3 J	11000 JD	58000 D	12000 D	25000 D	9 U
Trichlorofluoromethane	3,400,000	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
Vinyl Chloride	1,700	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U
Xylenes (total)	2,600,000	ug/kg	11 U	10 U	10 U	10 U	10 U	10 U	9 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-21R	GP-21R	GP-21R	GP-21R	GP-21R	GP-21R	GP-22
			3 - 4 ft bgs 5/28/2008	7 - 8 ft bgs 5/28/2008	11 - 12 ft bgs 5/28/2008	16 - 16 ft bgs 5/28/2008	19 - 20 ft bgs 5/28/2008	24 - 25 ft bgs 5/29/2008	0 - 1 ft bgs 6/14/2007
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	350 U	340 U	370 U	340 U	370 U	380 U	350 U
Acenaphthylene	--	ug/kg	350 U	340 U	370 U	340 U	370 U	380 U	350 U
Anthracene	170,000,000	ug/kg	350 U	340 U	370 U	340 U	370 U	380 U	350 U
Benzo(a)anthracene	2,100	ug/kg	350 U	340 U	370 U	340 U	370 U	380 U	350 U
Benzo(a)pyrene	210	ug/kg	350 U	340 U	370 U	340 U	370 U	380 U	73 J
Benzo(b)fluoranthene	2,100	ug/kg	350 U	340 U	370 U	340 U	370 U	380 U	80 J
Benzo(g,h,i)perylene	--	ug/kg	350 U	340 U	370 U	340 U	370 U	380 U	350 U
Benzo(k)fluoranthene	21,000	ug/kg	350 U	340 U	370 U	340 U	370 U	380 U	76 J
Chrysene	210,000	ug/kg	350 U	340 U	370 U	81 J	370 U	380 U	84 J
Dibenzo(a,h)anthracene	210	ug/kg	350 U	340 U	370 U	340 U	370 U	380 U	350 U
Fluoranthene	22,000,000	ug/kg	350 U	340 U	370 U	340 U	370 U	380 U	350 U
Fluorene	22,000,000	ug/kg	350 U	340 U	370 U	340 U	370 U	380 U	350 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	350 U	340 U	370 U	340 U	370 U	380 U	72 J
Naphthalene	670,000	ug/kg	350 U	340 U	370 U	340 U	370 U	380 U	350 U
Phenanthrene	--	ug/kg	350 U	340 U	370 U	340 U	370 U	380 U	350 U
Pyrene	17,000,000	ug/kg	350 U	340 U	250 J	110 J	370 U	380 U	84 J
Inorganics									
Aluminum	990,000	mg/kg	NA	NA	NA	11800	NA	NA	NA
Antimony	410	mg/kg	NA	NA	NA	R	NA	NA	NA
Arsenic	1.6	mg/kg	NA	NA	NA	2.9	NA	NA	NA
Barium	190,000	mg/kg	NA	NA	NA	6.7 J	NA	NA	NA
Beryllium	2,000	mg/kg	NA	NA	NA	0.098 J	NA	NA	NA
Cadmium	810	mg/kg	NA	NA	NA	0.52 U	NA	NA	NA
Calcium	--	mg/kg	NA	NA	NA	517 U	NA	NA	NA
Chromium	--	mg/kg	NA	NA	NA	19.9	NA	NA	NA
Cobalt	--	mg/kg	NA	NA	NA	5.2 U	NA	NA	NA
Copper	41,000	mg/kg	NA	NA	NA	5.2	NA	NA	NA
Iron	720,000	mg/kg	NA	NA	NA	13900	NA	NA	NA
Lead	--	mg/kg	NA	NA	NA	0.84 J	NA	NA	NA
Magnesium	--	mg/kg	NA	NA	NA	73.6 J	NA	NA	NA
Manganese	23,000	mg/kg	NA	NA	NA	9.9	NA	NA	NA
Mercury	28	mg/kg	NA	NA	NA	0.11 U	NA	NA	NA
Nickel	20,000	mg/kg	NA	NA	NA	1.4 J	NA	NA	NA
Potassium	--	mg/kg	NA	NA	NA	54.3 J	NA	NA	NA
Selenium	5,100	mg/kg	NA	NA	NA	0.5 J	NA	NA	NA
Sodium	--	mg/kg	NA	NA	NA	517 U	NA	NA	NA
Vanadium	7,200	mg/kg	NA	NA	NA	30.8	NA	NA	NA
Zinc	310,000	mg/kg	NA	NA	NA	9.5	NA	NA	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:							
			GP-22	GP-23	GP-23	GP-23R	GP-23R	GP-24	GP-24	
			3 - 4 ft bgs 6/14/2007	0 - 1 ft bgs 6/15/2007	3 - 4 ft bgs 6/15/2007	7 - 8 ft bgs 5/28/2008	11 - 12 ft bgs 5/28/2008	1 - 2 ft bgs 6/12/2007	3 - 4 ft bgs 6/12/2007	
Petroleum Products										
Diesel Range Organics (DRO)	--	mg/kg	11 U	150	59	10 U	11 U	160	130	
Gasoline	--	mg/kg	0.54 U	0.55 U	0.54 U	0.52 U	0.1 U	0.56 U	0.53 U	
Volatile Organics										
1,1,1-Trichloroethane	39,000,000	ug/kg	9 U	9 U	8 U	10 U	10 U	5 J	3 J	
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	9 U	9 U	8 U	10 U	10 U	13	11	
1,1,2-Trichloroethane	5,500	ug/kg	9 U	9 U	8 U	10 U	10 U	9 U	8 U	
1,1-Dichloroethane	17,000	ug/kg	9 U	9 U	8 U	10 U	10 U	100	94	
1,1-Dichloroethene	1,100,000	ug/kg	9 U	9 U	8 U	10 U	10 U	9 U	8 U	
1,2-Dichlorobenzene	10,000,000	ug/kg	9 U	9 U	8 U	10 U	10 U	9 U	8 U	
1,4-Dichlorobenzene	13,000	ug/kg	9 U	9 U	8 U	10 U	10 U	9 U	8 U	
2-Butanone	190,000,000	ug/kg	9 U	9 U	8 U	10 U	10 U	9 U	8 J	
2-Hexanone	--	ug/kg	9 U	9 U	8 U	10 U	10 U	9 U	8 U	
4-Methyl-2-pentanone	52,000,000	ug/kg	9 U	9 U	8 U	10 U	10 U	9 U	8 U	
Acetone	610,000,000	ug/kg	9 UJ	9 UJ	8 UJ	10 U	15 U	20 UJ	45 UJ	
Benzene	5,600	ug/kg	9 U	9 U	8 U	10 U	10 U	9 UJ	8 UJ	
Carbon Disulfide	3,000,000	ug/kg	9 U	9 U	8 U	10 U	10 U	9 U	8 U	
Carbon Tetrachloride	1,300	ug/kg	9 U	9 U	8 U	10 U	10 U	9 U	8 U	
Chloroethane	62,000,000	ug/kg	9 U	9 U	8 U	10 U	10 U	4 J	3 J	
cis-1,2-Dichloroethene	10,000,000	ug/kg	9 U	9 U	8 U	10 U	10 U	32000 D	6500 D	
Cyclohexane	30,000,000	ug/kg	9 U	9 U	8 U	10 U	10 U	9 U	8 U	
Dichlorodifluoromethane	780,000	ug/kg	5 J	9 U	8 U	10 U	10 U	9 UJ	8 UJ	
Ethylbenzene	29,000	ug/kg	9 U	9 U	8 U	10 U	10 U	9 U	2 J	
Isopropylbenzene	11,000,000	ug/kg	9 U	9 U	8 U	10 U	10 U	9 U	8 U	
Methyl Acetate	1,000,000,000	ug/kg	9 U	9 U	8 U	10 U	10 U	9 U	8 U	
Methylcyclohexane	14,000,000	ug/kg	9 U	9 U	8 U	10 U	10 U	9 U	8 U	
Methylene Chloride	54,000	ug/kg	9 U	9 U	8 U	10 U	10 U	2 J	2 J	
Tetrachloroethene	2,700	ug/kg	9 U	17	52	10 U	10 U	34	83	
Toluene	46,000,000	ug/kg	9 U	9 U	8 U	10 U	10 U	3 J	8 J	
trans-1,2-Dichloroethene	500,000	ug/kg	9 U	9 U	8 U	10 U	10 U	140	110	
Trichloroethene	14,000	ug/kg	9 U	9 U	2 J	10 U	10 U	7 J	15 J	
Trichlorofluoromethane	3,400,000	ug/kg	9 U	9 U	8 U	10 U	10 U	9 U	8 U	
Vinyl Chloride	1,700	ug/kg	9 U	9 U	8 U	10 U	10 U	3 J	5 J	
Xylenes (total)	2,600,000	ug/kg	9 U	9 U	8 U	10 U	10 U	9 U	13	

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:							
			GP-22	GP-23	GP-23	GP-23R	GP-23R	GP-24	GP-24	
			3 - 4 ft bgs 6/14/2007	0 - 1 ft bgs 6/15/2007	3 - 4 ft bgs 6/15/2007	7 - 8 ft bgs 5/28/2008	11 - 12 ft bgs 5/28/2008	1 - 2 ft bgs 6/12/2007	3 - 4 ft bgs 6/12/2007	
Semivolatile Organics										
Acenaphthene	33,000,000	ug/kg	350 U	1100 U	360 U	340 U	360 U	370 U	350 U	
Acenaphthylene	--	ug/kg	350 U	3800	980	160 J	360 U	550	640	
Anthracene	170,000,000	ug/kg	350 U	1900	420	76 J	360 U	210 J	270 J	
Benzo(a)anthracene	2,100	ug/kg	350 U	5400	1200	170 J	360 U	890	1200	
Benzo(a)pyrene	210	ug/kg	350 U	8300 D	2300	390	360 U	1200	1400	
Benzo(b)fluoranthene	2,100	ug/kg	350 U	7600 D	2600 D	350	360 U	1800 XJ	2100 XJ	
Benzo(g,h,i)perylene	--	ug/kg	350 UJ	3100	700	350	360 U	1300	1200	
Benzo(k)fluoranthene	21,000	ug/kg	350 U	4600	1400	330 J	360 U	1800 XJ	2100 XJ	
Chrysene	210,000	ug/kg	350 U	6400	1400	220 J	360 U	1300	1400	
Dibenzo(a,h)anthracene	210	ug/kg	350 U	1200	320 J	92 J	360 U	380	400	
Fluoranthene	22,000,000	ug/kg	350 U	3400	390	73 J	360 U	740	930	
Fluorene	22,000,000	ug/kg	350 U	290 J	360 U	340 U	360 U	370 U	350 U	
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	350 U	4000	920	350	360 U	1400	1500	
Naphthalene	670,000	ug/kg	350 U	480 J	110 J	340 U	360 U	130 J	270 J	
Phenanthrene	--	ug/kg	350 U	1800	110 J	340 U	360 U	390	400	
Pyrene	17,000,000	ug/kg	350 U	5800	780	130 J	360 U	2100	2500	
Inorganics										
Aluminum	990,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Antimony	410	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Arsenic	1.6	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Barium	190,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Beryllium	2,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Cadmium	810	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Calcium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Chromium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Cobalt	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Copper	41,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Iron	720,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Lead	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Magnesium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Manganese	23,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Mercury	28	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Nickel	20,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Potassium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Selenium	5,100	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Sodium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Vanadium	7,200	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Zinc	310,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-24	GP-24	GP-25	GP-25	GP-25	GP-25	GP-25R
			15 - 16 ft bgs 6/12/2007	19 - 20 ft bgs 6/12/2007	1 - 2 ft bgs 6/13/2007	3 - 4 ft bgs 6/13/2007	7 - 8 ft bgs 6/13/2007	11 - 12 ft bgs 6/13/2007	15 - 16 ft bgs 5/27/2008
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	11 U	11 U	26	80	54	18	11 U
Gasoline	--	mg/kg	0.57 U	0.55 U	0.05 J	0.064 J	0.073 J	0.053 J	0.56 U
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	9 U	8 U	22	25	71	8 U	4 J
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
1,1,2-Trichloroethane	5,500	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
1,1-Dichloroethane	17,000	ug/kg	9 U	8 U	7 U	8 U	5 J	8 U	10 U
1,1-Dichloroethene	1,100,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
1,2-Dichlorobenzene	10,000,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
1,4-Dichlorobenzene	13,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
2-Butanone	190,000,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
2-Hexanone	--	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
4-Methyl-2-pentanone	52,000,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
Acetone	610,000,000	ug/kg	45 UJ	38 UJ	7 UJ	46 UJ	9 UJ	12 UJ	14 U
Benzene	5,600	ug/kg	9 UJ	8 UJ	7 U	8 U	9 U	8 U	10 U
Carbon Disulfide	3,000,000	ug/kg	9 U	3 J	7 U	8 U	9 U	8 U	10 U
Carbon Tetrachloride	1,300	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
Chloroethane	62,000,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	3 J	2 J	7 U	8 U	2 J	8 U	10 U
Cyclohexane	30,000,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
Dichlorodifluoromethane	780,000	ug/kg	9 UJ	8 UJ	7 UJ	8 UJ	9 UJ	8 UJ	10 U
Ethylbenzene	29,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
Isopropylbenzene	11,000,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
Methyl Acetate	1,000,000,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
Methylcyclohexane	14,000,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
Methylene Chloride	54,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
Tetrachloroethene	2,700	ug/kg	9 U	8 U	39	35	80	8 U	2 J
Toluene	46,000,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
trans-1,2-Dichloroethene	500,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
Trichloroethene	14,000	ug/kg	9 UJ	8 UJ	120	140	NA	8 U	8 J
Trichlorofluoromethane	3,400,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
Vinyl Chloride	1,700	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U
Xylenes (total)	2,600,000	ug/kg	9 U	8 U	7 U	8 U	9 U	8 U	10 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-24	GP-24	GP-25	GP-25	GP-25	GP-25	GP-25R
			15 - 16 ft bgs 6/12/2007	19 - 20 ft bgs 6/12/2007	1 - 2 ft bgs 6/13/2007	3 - 4 ft bgs 6/13/2007	7 - 8 ft bgs 6/13/2007	11 - 12 ft bgs 6/13/2007	15 - 16 ft bgs 5/27/2008
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	380 U	360 U	360 U	350 U	350 U	340 U	370 U
Acenaphthylene	--	ug/kg	380 U	360 U	330 J	160 J	550	340 U	370 U
Anthracene	170,000,000	ug/kg	380 U	360 U	180 J	85 J	310 J	340 U	370 U
Benzo(a)anthracene	2,100	ug/kg	380 U	360 U	490	250 J	810	340 U	370 U
Benzo(a)pyrene	210	ug/kg	380 U	360 U	710	370	1200	340 U	370 U
Benzo(b)fluoranthene	2,100	ug/kg	380 U	360 U	660	310 J	1100	340 U	370 U
Benzo(g,h,i)perylene	--	ug/kg	380 U	360 U	500	260 J	820	340 U	370 U
Benzo(k)fluoranthene	21,000	ug/kg	380 U	360 U	650	430	1300	340 U	370 U
Chrysene	210,000	ug/kg	380 U	360 U	680	390	1300	340 U	370 U
Dibenzo(a,h)anthracene	210	ug/kg	380 U	360 U	170 J	85 J	280 J	340 U	370 U
Fluoranthene	22,000,000	ug/kg	380 U	360 U	510	280 J	1000	340 U	370 U
Fluorene	22,000,000	ug/kg	380 U	360 U	360 U	350 U	350 U	340 U	370 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	380 U	360 U	560	320 J	1000	340 U	370 U
Naphthalene	670,000	ug/kg	380 U	360 U	360 U	350 U	79 J	340 U	370 U
Phenanthrene	--	ug/kg	380 U	360 U	270 J	130 J	450	340 U	370 U
Pyrene	17,000,000	ug/kg	380 U	360 U	800	430	1600	340 U	370 U
Inorganics									
Aluminum	990,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Antimony	410	mg/kg	NA	NA	NA	NA	NA	NA	NA
Arsenic	1.6	mg/kg	NA	NA	NA	NA	NA	NA	NA
Barium	190,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Beryllium	2,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Cadmium	810	mg/kg	NA	NA	NA	NA	NA	NA	NA
Calcium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Chromium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Cobalt	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Copper	41,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Iron	720,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Lead	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Magnesium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Manganese	23,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Mercury	28	mg/kg	NA	NA	NA	NA	NA	NA	NA
Nickel	20,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Potassium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Selenium	5,100	mg/kg	NA	NA	NA	NA	NA	NA	NA
Sodium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Vanadium	7,200	mg/kg	NA	NA	NA	NA	NA	NA	NA
Zinc	310,000	mg/kg	NA	NA	NA	NA	NA	NA	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-26	GP-26	GP-26	GP-26	GP-27	GP-27	GP-27R
			0 - 1 ft bgs 6/12/2007	3 - 4 ft bgs 6/12/2007	7 - 8 ft bgs 6/12/2007	11 - 12 ft bgs 6/12/2007	0 - 1 ft bgs 6/18/2007	3 - 4 ft bgs 6/18/2007	7 - 8 ft bgs 5/28/2008
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	76	6.3 J	18	12	43	11 U	10 U
Gasoline	--	mg/kg	0.55 U	0.54 U	0.52 U	0.54 U	0.54 U	0.54 U	0.51 U
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	2 J	8 U	8 U	8 U	8 U	8 U	10 U
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
1,1,2-Trichloroethane	5,500	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
1,1-Dichloroethane	17,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
1,1-Dichloroethene	1,100,000	ug/kg	8 U	8 UJ	8 U	8 U	8 U	8 U	10 U
1,2-Dichlorobenzene	10,000,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
1,4-Dichlorobenzene	13,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
2-Butanone	190,000,000	ug/kg	8 U	8 U	8 U	8 U	8 UJ	8 UJ	10 U
2-Hexanone	--	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
4-Methyl-2-pentanone	52,000,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
Acetone	610,000,000	ug/kg	8 UJ	12 UJ	8 UJ	9 UJ	8 UJ	8 UJ	11 U
Benzene	5,600	ug/kg	8 UJ	8 UJ	8 UJ	8 UJ	8 U	8 U	10 U
Carbon Disulfide	3,000,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
Carbon Tetrachloride	1,300	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
Chloroethane	62,000,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
Cyclohexane	30,000,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
Dichlorodifluoromethane	780,000	ug/kg	8 UJ	8 UJ	8 UJ	8 UJ	8 U	8 U	10 U
Ethylbenzene	29,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
Isopropylbenzene	11,000,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
Methyl Acetate	1,000,000,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
Methylcyclohexane	14,000,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
Methylene Chloride	54,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
Tetrachloroethene	2,700	ug/kg	19	15	2 J	8 U	6 J	16	10 U
Toluene	46,000,000	ug/kg	8 U	8 UJ	8 U	8 U	8 U	8 U	10 U
trans-1,2-Dichloroethene	500,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
Trichloroethene	14,000	ug/kg	10 J	9 J	8 UJ	8 UJ	5 J	14	10 U
Trichlorofluoromethane	3,400,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
Vinyl Chloride	1,700	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U
Xylenes (total)	2,600,000	ug/kg	8 U	8 U	8 U	8 U	8 U	8 U	10 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-26	GP-26	GP-26	GP-26	GP-27	GP-27	GP-27R
			0 - 1 ft bgs 6/12/2007	3 - 4 ft bgs 6/12/2007	7 - 8 ft bgs 6/12/2007	11 - 12 ft bgs 6/12/2007	0 - 1 ft bgs 6/18/2007	3 - 4 ft bgs 6/18/2007	7 - 8 ft bgs 5/28/2008
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	360 U	360 U	340 U	360 U	350 U	350 U	340 U
Acenaphthylene	--	ug/kg	240 J	360 U	340 U	360 U	170 J	350 U	340 U
Anthracene	170,000,000	ug/kg	100 J	360 U	340 U	360 U	91 J	350 U	340 U
Benzo(a)anthracene	2,100	ug/kg	400	360 U	340 U	360 U	300 J	86 J	340 U
Benzo(a)pyrene	210	ug/kg	510	360 U	340 U	360 U	410	120 J	340 U
Benzo(b)fluoranthene	2,100	ug/kg	860 XJ	360 U	340 U	360 U	380	99 J	340 U
Benzo(g,h,i)perylene	--	ug/kg	510	360 U	340 U	360 U	430	130 J	340 U
Benzo(k)fluoranthene	21,000	ug/kg	850 XJ	360 U	340 U	360 U	500	100 J	340 U
Chrysene	210,000	ug/kg	530	360 U	340 U	360 U	670	120 J	340 U
Dibenzo(a,h)anthracene	210	ug/kg	150 J	360 U	340 U	360 U	120 J	350 U	340 U
Fluoranthene	22,000,000	ug/kg	350 J	360 U	340 U	360 U	660	81 J	340 U
Fluorene	22,000,000	ug/kg	360 U	360 U	340 U	360 U	350 U	350 U	340 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	550	360 U	340 U	360 U	390	100 J	340 U
Naphthalene	870,000	ug/kg	360 U	360 U	340 U	360 U	350 U	350 U	340 U
Phenanthrene	--	ug/kg	160 J	360 U	340 U	360 U	510	350 U	340 U
Pyrene	17,000,000	ug/kg	800	360 U	340 U	360 U	980	130 J	340 U
Inorganics									
Aluminum	990,000	mg/kg	NA	8440	NA	NA	NA	NA	NA
Antimony	410	mg/kg	NA	6.5 U	NA	NA	NA	NA	NA
Arsenic	1.6	mg/kg	NA	1.7	NA	NA	NA	NA	NA
Barium	190,000	mg/kg	NA	27	NA	NA	NA	NA	NA
Beryllium	2,000	mg/kg	NA	0.26 J	NA	NA	NA	NA	NA
Cadmium	810	mg/kg	NA	0.54 U	NA	NA	NA	NA	NA
Calcium	--	mg/kg	NA	159 J	NA	NA	NA	NA	NA
Chromium	--	mg/kg	NA	8.8	NA	NA	NA	NA	NA
Cobalt	--	mg/kg	NA	1.1 J	NA	NA	NA	NA	NA
Copper	41,000	mg/kg	NA	3.1	NA	NA	NA	NA	NA
Iron	720,000	mg/kg	NA	7640	NA	NA	NA	NA	NA
Lead	--	mg/kg	NA	3.8	NA	NA	NA	NA	NA
Magnesium	--	mg/kg	NA	260 J	NA	NA	NA	NA	NA
Manganese	23,000	mg/kg	NA	108	NA	NA	NA	NA	NA
Mercury	28	mg/kg	NA	0.11 U	NA	NA	NA	NA	NA
Nickel	20,000	mg/kg	NA	3.1 J	NA	NA	NA	NA	NA
Potassium	--	mg/kg	NA	139 J	NA	NA	NA	NA	NA
Selenium	5,100	mg/kg	NA	3.8 U	NA	NA	NA	NA	NA
Sodium	--	mg/kg	NA	541 U	NA	NA	NA	NA	NA
Vanadium	7,200	mg/kg	NA	14.1	NA	NA	NA	NA	NA
Zinc	310,000	mg/kg	NA	12.7	NA	NA	NA	NA	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:							
			GP-28	GP-28	GP-28R	GP-29	GP-29	GP-30	GP-30	
			0 - 1 ft bgs 6/18/2007	3 - 4 ft bgs 6/18/2007	7 - 8 ft bgs 6/28/2008	0 - 1 ft bgs 6/14/2007	3 - 4 ft bgs 6/14/2007	0 - 1 ft bgs 6/14/2007	3 - 4 ft bgs 6/14/2007	
Petroleum Products										
Diesel Range Organics (DRO)	--	mg/kg	42	11 U	10 U	6.7 J	7.1 J	7 J	11 U	
Gasoline	--	mg/kg	0.54 U	0.53 U	0.52 U	0.038 J	0.047 J	0.54 U	0.54 U	
Volatile Organics										
1,1,1-Trichloroethane	39,000,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
1,1,2-Trichloroethane	5,500	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
1,1-Dichloroethane	17,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
1,1-Dichloroethene	1,100,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
1,2-Dichlorobenzene	10,000,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
1,4-Dichlorobenzene	13,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
2-Butanone	190,000,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
2-Hexanone	--	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
4-Methyl-2-pentanone	52,000,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
Acetone	610,000,000	ug/kg	8 UJ	7 UJ	10 U	8 UJ	8 UJ	9 UJ	8 UJ	
Benzene	6,800	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
Carbon Disulfide	3,000,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
Carbon Tetrachloride	1,300	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
Chloroethane	62,000,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
cis-1,2-Dichloroethene	10,000,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
Cyclohexane	30,000,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
Dichlorodifluoromethane	780,000	ug/kg	8 U	7 U	10 U	8 UJ	8 UJ	9 U	8 U	
Ethylbenzene	29,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
Isopropylbenzene	11,000,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
Methyl Acetate	1,000,000,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
Methylcyclohexane	14,000,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
Methylene Chloride	54,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
Tetrachloroethene	2,700	ug/kg	8 U	5 J	10 U	5 J	2 J	4 J	5 J	
Toluene	46,000,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
trans-1,2-Dichloroethene	600,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
Trichloroethene	14,000	ug/kg	8 U	7 U	10 U	5 J	3 J	3 J	3 J	
Trichlorofluoromethane	3,400,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
Vinyl Chloride	1,700	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	
Xylenes (total)	2,600,000	ug/kg	8 U	7 U	10 U	8 U	8 U	9 U	8 U	

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:							
			GP-28	GP-28	GP-28R	GP-29	GP-29	GP-30	GP-30	
			0 - 1 ft bgs 6/18/2007	3 - 4 ft bgs 6/18/2007	7 - 8 ft bgs 5/28/2008	0 - 1 ft bgs 6/14/2007	3 - 4 ft bgs 6/14/2007	0 - 1 ft bgs 6/14/2007	3 - 4 ft bgs 6/14/2007	
Semivolatile Organics										
Acenaphthene	33,000,000	ug/kg	360 U	350 U	340 U	350 U	350 U	360 U	350 U	
Acenaphthylene	--	ug/kg	140 J	350 U	340 U	350 U	350 U	360 U	350 U	
Anthracene	170,000,000	ug/kg	360 U	350 U	340 U	350 U	350 U	360 U	350 U	
Benzo(a)anthracene	2,100	ug/kg	380	350 U	340 U	73 J	350 U	110 J	350 U	
Benzo(a)pyrene	210	ug/kg	460	350 U	340 U	80 J	350 U	130 J	350 U	
Benzo(b)fluoranthene	2,100	ug/kg	900 XJ	350 U	340 U	85 J	350 U	140 J	350 U	
Benzo(g,h,i)perylene	--	ug/kg	420	350 U	340 U	350 U	350 U	85 J	350 U	
Benzo(k)fluoranthene	21,000	ug/kg	940 XJ	350 U	340 U	100 J	350 U	160 J	350 U	
Chrysene	210,000	ug/kg	710	350 U	340 U	110 J	350 U	170 J	350 U	
Dibenzo(a,h)anthracene	210	ug/kg	140 J	350 U	340 U	350 U	350 U	360 U	350 U	
Fluoranthene	22,000,000	ug/kg	790	350 U	340 U	140 J	350 U	200 J	350 U	
Fluorene	22,000,000	ug/kg	360 U	350 U	340 U	350 U	350 U	360 U	350 U	
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	400	350 U	340 U	350 U	350 U	98 J	350 U	
Naphthalene	670,000	ug/kg	360 U	350 U	340 U	350 U	350 U	360 U	350 U	
Phenanthrene	--	ug/kg	580	350 U	340 U	350 U	350 U	110 J	350 U	
Pyrene	17,000,000	ug/kg	980	350 U	340 U	150 J	350 U	240 J	350 U	
Inorganics										
Aluminum	990,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Antimony	410	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Arsenic	1.6	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Barium	190,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Beryllium	2,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Cadmium	810	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Calcium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Chromium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Cobalt	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Copper	41,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Iron	720,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Lead	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Magnesium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Manganese	23,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Mercury	28	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Nickel	20,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Potassium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Selenium	5,100	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Sodium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Vanadium	7,200	mg/kg	NA	NA	NA	NA	NA	NA	NA	
Zinc	310,000	mg/kg	NA	NA	NA	NA	NA	NA	NA	

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-30	GP-30	GP-31	GP-31	GP-32	GP-32	GP-32-DUP
			11 - 12 ft bgs 6/14/2007	15 - 16 ft bgs 6/14/2007	0 - 1 ft bgs 6/14/2007	3 - 4 ft bgs 6/14/2007	0 - 1 ft bgs 6/19/2007	3 - 4 ft bgs 6/19/2007	3 - 4 ft bgs 6/19/2007
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	11 U	11 U	20	6.6 J	25	9.5 J	19 U
Gasoline	--	mg/kg	0.051 J	0.057 J	0.062 J	0.53 U	0.53 U	0.53 U	0.53 U
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
1,1,2-Trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
1,1,2-Trichloroethane	5,600	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
1,1-Dichloroethane	17,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
1,1-Dichloroethene	1,100,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
1,2-Dichlorobenzene	10,000,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
1,4-Dichlorobenzene	13,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
2-Butanone	190,000,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
2-Hexanone	--	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
4-Methyl-2-pentanone	52,000,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
Acetone	610,000,000	ug/kg	7 UJ	9 UJ	8 UJ	7 UJ	2400 UJ	500 UJ	8 UJ
Benzene	5,600	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
Carbon Disulfide	3,000,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
Carbon Tetrachloride	1,300	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
Chloroethane	62,000,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
cis-1,2-Dichloroethene	10,000,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
Cyclohexane	30,000,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
Dichlorodifluoromethane	780,000	ug/kg	8 UJ	9 UJ	8 UJ	7 U	2400 U	500 UJ	8 UJ
Ethylbenzene	29,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
Isopropylbenzene	11,000,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
Methyl Acetate	1,000,000,000	ug/kg	8 U	4 J	8 U	7 U	2400 U	500 UJ	8 UJ
Methylcyclohexane	14,000,000	ug/kg	8 U	9 U	8 U	7 U	670 J	500 UJ	8 UJ
Methylene Chloride	54,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
Tetrachloroethene	2,700	ug/kg	8 U	9 U	3 J	4 J	11000	3100 J	32000 DJ
Toluene	46,000,000	ug/kg	8 U	9 U	8 U	7 U	610 J	120 J	8 UJ
trans-1,2-Dichloroethene	500,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
Trichloroethene	14,000	ug/kg	8 U	9 U	2 J	7 U	26000	9400 J	76000 DJ
Trichlorofluoromethane	3,400,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
Vinyl Chloride	1,700	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ
Xylenes (total)	2,600,000	ug/kg	8 U	9 U	8 U	7 U	2400 U	500 UJ	8 UJ

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-30	GP-30	GP-31	GP-31	GP-32	GP-32	GP-32-DUP
			11 - 12 ft bgs 6/14/2007	15 - 16 ft bgs 6/14/2007	0 - 1 ft bgs 6/14/2007	3 - 4 ft bgs 6/14/2007	0 - 1 ft bgs 6/19/2007	3 - 4 ft bgs 6/19/2007	3 - 4 ft bgs 6/19/2007
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	370 U	380 U	350 U	350 U	1000 U	350 U	350 U
Acenaphthylene	--	ug/kg	370 U	380 U	350 U	350 U	720 J	82 J	350 UJ
Anthracene	170,000,000	ug/kg	370 U	380 U	81 J	350 U	220 J	350 U	350 U
Benzo(a)anthracene	2,100	ug/kg	370 U	380 U	510	350 U	550 J	110 J	73 J
Benzo(a)pyrene	210	ug/kg	370 U	380 U	420	350 U	1100	130 J	94 J
Benzo(b)fluoranthene	2,100	ug/kg	370 U	380 U	450	350 U	1100	160 J	350 U
Benzo(g,h,i)perylene	--	ug/kg	370 U	380 U	180 J	350 U	700 J	100 J	120 J
Benzo(k)fluoranthene	21,000	ug/kg	370 U	380 U	590	350 U	1100	120 J	120 J
Chrysene	210,000	ug/kg	370 U	380 U	640	350 U	970 J	180 J	120 J
Dibenzo(a,h)anthracene	210	ug/kg	370 U	380 U	78 J	350 U	230 J	350 U	350 U
Fluoranthene	22,000,000	ug/kg	370 U	380 U	950	350 U	400 J	130 J	81 J
Fluorene	22,000,000	ug/kg	370 U	380 U	350 U	350 U	1000 U	350 U	350 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	370 U	380 U	240 J	350 U	830 J	110 J	100 J
Naphthalene	670,000	ug/kg	370 U	380 U	350 U	350 U	1000 U	350 U	350 U
Phenanthrene	--	ug/kg	370 U	380 U	370	350 U	1000 U	140 J	82 J
Pyrene	17,000,000	ug/kg	370 U	380 U	840	350 U	710 J	210 J	140 J
Inorganics									
Aluminum	990,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Antimony	410	mg/kg	NA	NA	NA	NA	NA	NA	NA
Arsenic	1.6	mg/kg	NA	NA	NA	NA	NA	NA	NA
Barium	190,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Beryllium	2,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Cadmium	810	mg/kg	NA	NA	NA	NA	NA	NA	NA
Calcium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Chromium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Cobalt	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Copper	41,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Iron	720,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Lead	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Magnesium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Manganese	23,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Mercury	28	mg/kg	NA	NA	NA	NA	NA	NA	NA
Nickel	20,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Potassium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Selenium	6,100	mg/kg	NA	NA	NA	NA	NA	NA	NA
Sodium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Vanadium	7,200	mg/kg	NA	NA	NA	NA	NA	NA	NA
Zinc	310,000	mg/kg	NA	NA	NA	NA	NA	NA	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-32	GP-32	GP-33	GP-33	GP-33	GP-33	GP-34
			15 - 16 ft bgs 6/19/2007	19 - 20 ft bgs 6/19/2007	0 - 1 ft bgs 6/19/2007	3 - 4 ft bgs 6/19/2007	15 - 16 ft bgs 6/19/2007	19 - 20 ft bgs 6/19/2007	0 - 1 ft bgs 6/19/2007
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	12 U	15 U	42	9.8 J	5.8 J	9.2 J	30
Gasoline	--	mg/kg	0.072 J	0.54 U	0.56 U	0.54 U	0.54 U	0.54 U	0.54 U
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
1,1,2-Trichloroethane	5,500	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
1,1-Dichloroethane	17,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
1,1-Dichloroethene	1,100,000	ug/kg	8 UJ	7 U	10 U	9 U	8 U	8 U	8 U
1,2-Dichlorobenzene	10,000,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
1,4-Dichlorobenzene	13,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
2-Butanone	190,000,000	ug/kg	8 U	7 U	10 UJ	9 U	8 U	8 UJ	8 UJ
2-Hexanone	--	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
4-Methyl-2-pentanone	52,000,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
Acetone	610,000,000	ug/kg	8 U	7 U	10 UJ	59 J	5 J	8 UJ	8 UJ
Benzene	5,600	ug/kg	8 UJ	7 U	10 U	9 U	8 U	8 U	8 U
Carbon Disulfide	3,000,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
Carbon Tetrachloride	1,300	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
Chloroethane	62,000,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
Cyclohexane	30,000,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
Dichlorodifluoromethane	780,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
Ethylbenzene	29,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
Isopropylbenzene	11,000,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
Methyl Acetate	1,000,000,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
Methylcyclohexane	14,000,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
Methylene Chloride	54,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
Tetrachloroethene	2,700	ug/kg	8 U	13	25 J	41	8 U	8 U	8 U
Toluene	46,000,000	ug/kg	8 UJ	7 U	3 J	9 U	8 U	8 U	8 U
trans-1,2-Dichloroethene	500,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
Trichloroethene	14,000	ug/kg	8 UJ	15	15 J	17	8 U	8 U	8 U
Trichlorofluoromethane	3,400,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
Vinyl Chloride	1,700	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U
Xylenes (total)	2,600,000	ug/kg	8 U	7 U	10 U	9 U	8 U	8 U	8 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-32	GP-32	GP-33	GP-33	GP-33	GP-33	GP-34
			15 - 16 ft bgs 6/19/2007	19 - 20 ft bgs 6/19/2007	0 - 1 ft bgs 6/19/2007	3 - 4 ft bgs 6/19/2007	15 - 16 ft bgs 6/19/2007	19 - 20 ft bgs 6/19/2007	0 - 1 ft bgs 6/19/2007
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	360 U	350 U	1100 U	350 U	360 U	350 U	84 J
Acenaphthylene	--	ug/kg	360 U	350 U	260 J	350 U	360 U	350 U	88 J
Anthracene	170,000,000	ug/kg	360 U	350 U	1100 U	350 U	360 U	350 U	190 J
Benzo(a)anthracene	2,100	ug/kg	360 U	350 U	840 J	350 U	360 U	350 U	990
Benzo(a)pyrene	210	ug/kg	360 U	350 U	650 J	350 U	360 U	350 U	1100
Benzo(b)fluoranthene	2,100	ug/kg	360 U	350 U	670 J	350 U	360 U	350 U	1300
Benzo(g,h,i)perylene	--	ug/kg	360 U	350 U	260 J	350 U	360 U	350 U	850
Benzo(k)fluoranthene	21,000	ug/kg	360 U	350 U	750 J	350 U	360 U	350 U	920
Chrysene	210,000	ug/kg	360 U	350 U	1100 J	350 U	360 U	350 U	1300
Dibenzo(a,h)anthracene	210	ug/kg	360 U	350 U	1100 U	350 U	360 U	350 U	300 J
Fluoranthene	22,000,000	ug/kg	360 U	350 U	610 J	350 U	360 U	350 U	2100
Fluorene	22,000,000	ug/kg	360 U	350 U	1100 U	350 U	360 U	350 U	77 J
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	360 U	350 U	280 J	350 U	360 U	350 U	870
Naphthalene	670,000	ug/kg	360 U	350 U	1100 U	350 U	360 U	350 U	350 U
Phenanthrene	--	ug/kg	360 U	350 U	300 J	350 U	360 U	350 U	1100
Pyrene	17,000,000	ug/kg	360 U	350 U	1900 J	350 U	360 U	350 U	2000
Inorganics									
Aluminum	990,000	mg/kg	6130	NA	NA	NA	NA	NA	NA
Antimony	410	mg/kg	6.5 UJ	NA	NA	NA	NA	NA	NA
Arsenic	1.6	mg/kg	0.98 J	NA	NA	NA	NA	NA	NA
Barium	190,000	mg/kg	5.8 J	NA	NA	NA	NA	NA	NA
Beryllium	2,000	mg/kg	0.083 J	NA	NA	NA	NA	NA	NA
Cadmium	810	mg/kg	0.55 U	NA	NA	NA	NA	NA	NA
Calcium	--	mg/kg	62.5 J	NA	NA	NA	NA	NA	NA
Chromium	--	mg/kg	12	NA	NA	NA	NA	NA	NA
Cobalt	--	mg/kg	3.6 J	NA	NA	NA	NA	NA	NA
Copper	41,000	mg/kg	3.3	NA	NA	NA	NA	NA	NA
Iron	720,000	mg/kg	6610	NA	NA	NA	NA	NA	NA
Lead	--	mg/kg	1.1 J	NA	NA	NA	NA	NA	NA
Magnesium	--	mg/kg	63.7 J	NA	NA	NA	NA	NA	NA
Manganese	23,000	mg/kg	7.3	NA	NA	NA	NA	NA	NA
Mercury	28	mg/kg	0.11 U	NA	NA	NA	NA	NA	NA
Nickel	20,000	mg/kg	1 J	NA	NA	NA	NA	NA	NA
Potassium	--	mg/kg	39.8 J	NA	NA	NA	NA	NA	NA
Selenium	5,100	mg/kg	0.31 J	NA	NA	NA	NA	NA	NA
Sodium	--	mg/kg	62.7 J	NA	NA	NA	NA	NA	NA
Vanadium	7,200	mg/kg	15.1	NA	NA	NA	NA	NA	NA
Zinc	310,000	mg/kg	5.1 J	NA	NA	NA	NA	NA	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-34	GP-34	GP-34	GP-35	GP-36	GP-36	GP-35
			3 - 4 ft bgs 6/19/2007	11 - 12 ft bgs 6/19/2007	15 - 15.5 ft bgs 6/19/2007	0 - 1 ft bgs 6/19/2007	3 - 4 ft bgs 6/19/2007	11 - 12 ft bgs 6/19/2007	15 - 16 ft bgs 6/19/2007
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	8.5 J	3.6 J	12 U	44 U	17 U	13 U	14 U
Gasoline	--	mg/kg	0.54 U	0.56 U	0.58 U	0.57 U	0.05 J	0.069 J	0.058 J
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
1,1,2-Trichloroethane	5,500	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
1,1-Dichloroethane	17,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
1,1-Dichloroethene	1,100,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
1,2-Dichlorobenzene	10,000,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
1,4-Dichlorobenzene	13,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
2-Butanone	190,000,000	ug/kg	8 UJ	7 UJ	7 UJ	9 U	8 U	7 U	7 U
2-Hexanone	--	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
4-Methyl-2-pentanone	52,000,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
Acetone	610,000,000	ug/kg	8 UJ	7 UJ	7 UJ	9 UJ	8 UJ	9 U	7 U
Benzene	5,600	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
Carbon Disulfide	3,000,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
Carbon Tetrachloride	1,300	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
Chloroethane	62,000,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
Cyclohexane	30,000,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
Dichlorodifluoromethane	780,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
Ethylbenzene	29,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
Isopropylbenzene	11,000,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
Methyl Acetate	1,000,000,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
Methylcyclohexane	14,000,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
Methylene Chloride	54,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
Tetrachloroethene	2,700	ug/kg	2 J	7 U	7 U	9 U	8 U	7 U	7 U
Toluene	46,000,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
trans-1,2-Dichloroethene	500,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
Trichloroethene	14,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
Trichlorofluoromethane	3,400,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
Vinyl Chloride	1,700	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U
Xylenes (total)	2,600,000	ug/kg	8 U	7 U	7 U	9 U	8 U	7 U	7 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration In Sample:						
			GP-34	GP-34	GP-34	GP-35	GP-35	GP-35	GP-35
			3 - 4 ft bgs 6/19/2007	11 - 12 ft bgs 6/19/2007	15 - 15.5 ft bgs 6/19/2007	0 - 1 ft bgs 6/19/2007	3 - 4 ft bgs 6/19/2007	11 - 12 ft bgs 6/19/2007	15 - 16 ft bgs 6/19/2007
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	350 U	370 U	380 U	380 U	360 U	360 U	370 U
Acenaphthylene	--	ug/kg	350 U	370 U	380 U	80 J	360 U	360 U	370 U
Anthracene	170,000,000	ug/kg	350 U	370 U	380 U	250 J	360 U	360 U	370 U
Benzo(a)anthracene	2,100	ug/kg	350 U	370 U	380 U	1200	270 J	360 U	370 U
Benzo(a)pyrene	210	ug/kg	350 U	370 U	380 U	1500	350 J	360 U	370 U
Benzo(b)fluoranthene	2,100	ug/kg	350 U	370 U	380 U	1700	430	360 U	370 U
Benzo(g,h,i)perylene	--	ug/kg	350 U	370 U	380 U	1600	490	360 U	370 U
Benzo(k)fluoranthene	21,000	ug/kg	350 U	370 U	380 U	1200	280 J	360 U	370 U
Chrysene	210,000	ug/kg	350 U	370 U	380 U	1800	440	360 U	370 U
Dibenzo(a,h)anthracene	210	ug/kg	350 U	370 U	380 U	430	100 J	360 U	370 U
Fluoranthene	22,000,000	ug/kg	350 U	370 U	380 U	2700	530	360 U	370 U
Fluorene	22,000,000	ug/kg	350 U	370 U	380 U	380 U	360 U	360 U	370 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	350 U	370 U	380 U	1700	400	360 U	370 U
Naphthalene	670,000	ug/kg	350 U	370 U	380 U	380 U	360 U	360 U	370 U
Phenanthrene	--	ug/kg	350 U	370 U	380 U	790	180 J	360 U	370 U
Pyrene	17,000,000	ug/kg	350 U	370 U	380 U	2400	480	360 U	370 U
Inorganics									
Aluminum	990,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Antimony	410	mg/kg	NA	NA	NA	NA	NA	NA	NA
Arsenic	1.6	mg/kg	NA	NA	NA	NA	NA	NA	NA
Barium	190,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Beryllium	2,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Cadmium	810	mg/kg	NA	NA	NA	NA	NA	NA	NA
Calcium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Chromium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Cobalt	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Copper	41,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Iron	720,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Lead	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Magnesium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Manganese	23,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Mercury	28	mg/kg	NA	NA	NA	NA	NA	NA	NA
Nickel	20,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Potassium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Selenium	5,100	mg/kg	NA	NA	NA	NA	NA	NA	NA
Sodium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Vanadium	7,200	mg/kg	NA	NA	NA	NA	NA	NA	NA
Zinc	310,000	mg/kg	NA	NA	NA	NA	NA	NA	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-36	GP-36	GP-36	GP-36	GP-37	GP-37	GP-37
			0 - 1 ft bgs 6/19/2007	3 - 4 ft bgs 6/19/2007	15 - 16 ft bgs 6/19/2007	19 - 20 ft bgs 6/19/2007	0 - 1 ft bgs 5/28/2008	3 - 4 ft bgs 5/28/2008	7 - 8 ft bgs 5/28/2008
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	180	23 U	18 U	16 U	46	34	21
Gasoline	--	mg/kg	0.053 J	0.52 U	0.052 J	0.072 J	2.4	0.53 U	0.53 U
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	9 U	8 U	8 U	8 U	10 U	7 J	11
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	9 U	8 U	8 U	8 U	10 U	6 J	4 J
1,1,2-Trichloroethane	5,500	ug/kg	9 U	8 U	8 U	8 U	10 U	11 U	11 U
1,1-Dichloroethane	17,000	ug/kg	9 U	8 U	8 U	8 U	10 U	11 J	5 J
1,1-Dichloroethene	1,100,000	ug/kg	9 U	8 U	8 U	8 U	10 U	11 U	11 U
1,2-Dichlorobenzene	10,000,000	ug/kg	9 U	8 U	8 U	8 U	10 U	11 U	11 U
1,4-Dichlorobenzene	13,000	ug/kg	9 U	8 U	8 U	8 U	10 UJ	11 U	11 U
2-Butanone	190,000,000	ug/kg	9 U	8 U	8 U	8 U	7 J	9 J	11 U
2-Hexanone	--	ug/kg	9 U	8 U	8 U	8 U	10 UJ	11 U	11 U
4-Methyl-2-pentanone	52,000,000	ug/kg	9 U	8 U	8 U	8 U	10 UJ	11 U	11 U
Acetone	610,000,000	ug/kg	9 U	8 U	8 UJ	8 U	30 U	49 U	24 U
Benzene	5,600	ug/kg	9 U	8 U	8 U	8 U	10 U	11 U	11 U
Carbon Disulfide	3,000,000	ug/kg	9 U	8 U	8 U	8 U	10 U	11 U	11 U
Carbon Tetrachloride	1,300	ug/kg	9 U	8 U	8 U	8 U	10 U	11 U	11 U
Chloroethane	62,000,000	ug/kg	9 U	8 U	8 U	8 U	10 U	11 U	11 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	9 U	8 U	8 U	8 U	10 U	14	11 U
Cyclohexane	30,000,000	ug/kg	9 U	8 U	8 U	8 U	10 U	11 U	11 U
Dichlorodifluoromethane	780,000	ug/kg	9 U	8 U	8 U	8 U	10 U	11 U	11 U
Ethylbenzene	29,000	ug/kg	9 U	8 U	8 U	8 U	10 UJ	11 U	11 U
Isopropylbenzene	11,000,000	ug/kg	9 U	8 U	8 U	8 U	10 UJ	11 U	11 U
Methyl Acetate	1,000,000,000	ug/kg	9 U	8 U	8 U	8 U	10 U	11 U	11 U
Methylcyclohexane	14,000,000	ug/kg	9 U	8 U	8 U	8 U	10 U	11 U	11 U
Methylene Chloride	54,000	ug/kg	9 U	8 U	8 U	8 U	10 U	11 U	11 U
Tetrachloroethene	2,700	ug/kg	9 U	8 U	8 U	8 U	8 J	25	8 J
Toluene	46,000,000	ug/kg	9 U	8 U	8 U	8 U	10 UJ	11 U	11 U
trans-1,2-Dichloroethene	500,000	ug/kg	9 U	8 U	8 U	8 U	10 U	11 U	11 U
Trichloroethene	14,000	ug/kg	9 U	8 U	8 U	8 U	6 J	13	4 J
Trichlorofluoromethane	3,400,000	ug/kg	9 U	8 U	8 U	8 U	10 U	11 U	11 U
Vinyl Chloride	1,700	ug/kg	9 U	8 U	8 U	8 U	10 U	11 U	11 U
Xylenes (total)	2,600,000	ug/kg	9 U	8 U	8 U	8 U	10 UJ	11 U	11 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-36	GP-36	GP-36	GP-36	GP-37	GP-37	GP-37
			0 - 1 ft bgs 6/19/2007	3 - 4 ft bgs 6/19/2007	15 - 16 ft bgs 6/19/2007	19 - 20 ft bgs 6/19/2007	0 - 1 ft bgs 5/28/2008	3 - 4 ft bgs 5/28/2008	7 - 8 ft bgs 5/28/2008
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	1400 U	340 U	370 U	370 U	340 U	350 U	350 U
Acenaphthylene	--	ug/kg	1000 J	340 U	370 U	370 U	250 J	250 J	350 U
Anthracene	170,000,000	ug/kg	690 J	340 U	370 U	370 U	170 J	190 J	350 U
Benzo(a)anthracene	2,100	ug/kg	3200	340 U	370 U	370 U	320 J	310 J	350 U
Benzo(a)pyrene	210	ug/kg	2200	340 U	370 U	370 U	460	440	350 U
Benzo(b)fluoranthene	2,100	ug/kg	1800	340 U	370 U	370 U	580	470	350 U
Benzo(g,h,i)perylene	--	ug/kg	2000	340 U	370 U	370 U	450	500	350 U
Benzo(k)fluoranthene	21,000	ug/kg	2100	340 U	370 U	370 U	540	450	350 U
Chrysene	210,000	ug/kg	3800	340 U	370 U	370 U	490	440	350 U
Dibenzo(a,h)anthracene	210	ug/kg	600 J	340 U	370 U	370 U	120 J	100 J	350 U
Fluoranthene	22,000,000	ug/kg	5500	340 U	370 U	370 U	350	430	350 U
Fluorene	22,000,000	ug/kg	1400 U	340 U	370 U	370 U	340 U	350 U	350 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	1700	340 U	370 U	370 U	470	460	350 U
Naphthalene	670,000	ug/kg	1400 U	340 U	370 U	370 U	340 U	92 J	350 U
Phenanthrene	--	ug/kg	2500	340 U	370 U	370 U	130 J	230 J	350 U
Pyrene	17,000,000	ug/kg	6800	340 U	370 U	370 U	500	530	350 U
Inorganics									
Aluminum	990,000	mg/kg	NA	NA	9620	NA	4780	NA	NA
Antimony	410	mg/kg	NA	NA	6.7 UJ	NA	R	NA	NA
Arsenic	1.6	mg/kg	NA	NA	3.2	NA	1.6	NA	NA
Barium	190,000	mg/kg	NA	NA	6.5 J	NA	25.3	NA	NA
Beryllium	2,000	mg/kg	NA	NA	0.15 J	NA	0.12 J	NA	NA
Cadmium	810	mg/kg	NA	NA	0.56 U	NA	0.52 U	NA	NA
Calcium	--	mg/kg	NA	NA	108 J	NA	290 J	NA	NA
Chromium	--	mg/kg	NA	NA	17.1	NA	6.1	NA	NA
Cobalt	--	mg/kg	NA	NA	10.2	NA	0.14 J	NA	NA
Copper	41,000	mg/kg	NA	NA	4.7	NA	5.5	NA	NA
Iron	720,000	mg/kg	NA	NA	13500	NA	4500	NA	NA
Lead	--	mg/kg	NA	NA	1.1 J	NA	147	NA	NA
Magnesium	--	mg/kg	NA	NA	91.7 J	NA	193 J	NA	NA
Manganese	23,000	mg/kg	NA	NA	9.4	NA	43.1	NA	NA
Mercury	28	mg/kg	NA	NA	0.046 J	NA	0.1 U	NA	NA
Nickel	20,000	mg/kg	NA	NA	1.4 J	NA	2.8 J	NA	NA
Potassium	--	mg/kg	NA	NA	66.1 J	NA	109 J	NA	NA
Selenium	5,100	mg/kg	NA	NA	0.3 J	NA	3.6 UJ	NA	NA
Sodium	--	mg/kg	NA	NA	48.4 J	NA	518 U	NA	NA
Vanadium	7,200	mg/kg	NA	NA	27.7	NA	9.5	NA	NA
Zinc	310,000	mg/kg	NA	NA	8.5	NA	37.5	NA	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
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RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-37	GP-37	GP-37	GP-38	GP-38	GP-38-DUP	GP-38
			11 - 12 ft bgs 5/28/2008	15 - 16 ft bgs 5/28/2008	19 - 20 ft bgs 5/28/2008	0 - 1 ft bgs 5/28/2008	3 - 4 ft bgs 5/28/2008	3 - 4 ft bgs 5/28/2008	7 - 8 ft bgs 5/28/2008
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	27	27	4.4 J	2400 J	14	18	10 J
Gasoline	--	mg/kg	0.57 U	0.55 U	0.56 U	16	16	16	1
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	11 U	7 J	10 U	1300 U	42	35	28
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	11 U	3 J	110	1300 U	10 J	10 J	9 J
1,1,2-Trichloroethane	5,500	ug/kg	11 U	10 U	10 U	1300 U	12 U	11 U	11 U
1,1-Dichloroethane	17,000	ug/kg	11 U	8 J	7 J	230 J	25	26	13
1,1-Dichloroethene	1,100,000	ug/kg	11 U	10 U	10 U	1300 U	12 U	11 U	11 U
1,2-Dichlorobenzene	10,000,000	ug/kg	11 U	10 U	10 U	870 J	12 U	11 U	11 U
1,4-Dichlorobenzene	13,000	ug/kg	11 U	10 U	10 U	240 J	12 U	11 U	11 U
2-Butanone	190,000,000	ug/kg	11 U	28	10 U	1300 U	12 U	11 U	11 U
2-Hexanone	--	ug/kg	11 U	10 U	10 U	1300 U	12 U	11 U	11 U
4-Methyl-2-pentanone	52,000,000	ug/kg	11 U	10 U	10 U	1300 U	12 U	11 U	11 U
Acetone	610,000,000	ug/kg	12 U	130	10 U	360 J	14 U	13 U	17 U
Benzene	5,600	ug/kg	11 U	10 U	10 U	1300 U	12 U	11 U	11 U
Carbon Disulfide	3,000,000	ug/kg	11 U	6 J	6 J	1300 U	12 U	11 U	11 U
Carbon Tetrachloride	1,300	ug/kg	11 U	10 U	10 U	1300 U	12 U	11 U	11 U
Chloroethane	62,000,000	ug/kg	11 U	10 U	10 U	1300 U	12 U	11 U	11 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	11 U	23	6 J	1300 U	50	59	14
Cyclohexane	30,000,000	ug/kg	11 U	10 U	7 J	3400	12 U	11 U	11 U
Dichlorodifluoromethane	780,000	ug/kg	11 U	10 U	10 U	1300 U	12 U	11 U	11 U
Ethylbenzene	29,000	ug/kg	11 U	10 U	22	5400	12 U	11 U	11 U
Isopropylbenzene	11,000,000	ug/kg	11 U	10 U	2 J	1400	12 U	11 U	11 U
Methyl Acetate	1,000,000,000	ug/kg	11 U	10 U	10 U	260 J	12 U	11 U	11 U
Methylcyclohexane	14,000,000	ug/kg	11 U	10 U	3 J	4400	12 U	11 U	11 U
Methylene Chloride	54,000	ug/kg	11 U	10 U	10 U	1300 U	12 U	11 U	11 U
Tetrachloroethene	2,700	ug/kg	11 U	16	10 U	370 J	23	27	15
Toluene	46,000,000	ug/kg	11 U	5 J	10 J	9500 J	12 U	11 U	11 U
trans-1,2-Dichloroethene	500,000	ug/kg	11 U	10 U	10 U	1300 U	4 J	4 J	11 U
Trichloroethene	14,000	ug/kg	11 U	11	10 U	1300 U	26	29	14
Trichlorofluoromethane	3,400,000	ug/kg	11 U	10 U	10 U	1300 U	12 U	3 J	11 U
Vinyl Chloride	1,700	ug/kg	11 U	10 U	5 J	1300 U	12 U	11 U	11 U
Xylenes (total)	2,600,000	ug/kg	11 U	12	82	37000	12 U	11 U	11 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-37	GP-37	GP-37	GP-38	GP-38	GP-38-DUP	GP-38
			11 - 12 ft bgs 5/28/2008	15 - 16 ft bgs 5/28/2008	19 - 20 ft bgs 5/28/2008	0 - 1 ft bgs 5/28/2008	3 - 4 ft bgs 5/28/2008	3 - 4 ft bgs 5/28/2008	7 - 8 ft bgs 5/28/2008
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	380 U	360 U	370 U	350 U	340 U	340 U	350 U
Acenaphthylene	--	ug/kg	380 U	360 U	370 U	480	340 U	340 U	350 U
Anthracene	170,000,000	ug/kg	380 U	360 U	370 U	360	340 U	340 U	350 U
Benzo(a)anthracene	2,100	ug/kg	380 U	360 U	370 U	880	340 U	340 U	350 U
Benzo(a)pyrene	210	ug/kg	380 U	360 U	370 U	720	340 U	340 U	350 U
Benzo(b)fluoranthene	2,100	ug/kg	380 U	360 U	370 U	1300 X	340 U	340 U	350 U
Benzo(g,h,i)perylene	--	ug/kg	380 U	360 U	370 U	720	340 U	340 U	350 U
Benzo(k)fluoranthene	21,000	ug/kg	380 U	360 U	370 U	1300 X	340 U	340 U	350 U
Chrysene	210,000	ug/kg	380 U	360 U	370 U	700	340 U	340 U	350 U
Dibenzo(a,h)anthracene	210	ug/kg	380 U	360 U	370 U	120 J	340 U	340 U	350 U
Fluoranthene	22,000,000	ug/kg	380 U	360 U	370 U	590	340 U	340 U	350 U
Fluorene	22,000,000	ug/kg	380 U	360 U	370 U	230 J	340 U	340 U	350 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	380 U	360 U	370 U	630	340 U	340 U	350 U
Naphthalene	670,000	ug/kg	380 U	360 U	370 U	1300	340 U	340 U	350 U
Phenanthrene	--	ug/kg	380 U	360 U	370 U	1100	340 U	340 U	350 U
Pyrene	17,000,000	ug/kg	380 U	88 J	370 U	2100 J	340 U	340 U	350 U
Inorganics									
Aluminum	990,000	mg/kg	NA	NA	NA	5170	5360	5590	NA
Antimony	410	mg/kg	NA	NA	NA	6.4 UJ	6.2 UJ	R	NA
Arsenic	1.6	mg/kg	NA	NA	NA	1.7	1.1	1 J	NA
Barium	190,000	mg/kg	NA	NA	NA	27.2	25.9	22.2	NA
Beryllium	2,000	mg/kg	NA	NA	NA	0.11 J	0.11 J	0.11 J	NA
Cadmium	810	mg/kg	NA	NA	NA	0.54 U	0.52 U	0.52 U	NA
Calcium	--	mg/kg	NA	NA	NA	304 J	464 J	505 J	NA
Chromium	--	mg/kg	NA	NA	NA	8	4.5	4.4	NA
Cobalt	--	mg/kg	NA	NA	NA	0.16 J	5.2 U	0.23 J	NA
Copper	41,000	mg/kg	NA	NA	NA	6.9	2.8	2.5 J	NA
Iron	720,000	mg/kg	NA	NA	NA	5160	3870	3510	NA
Lead	--	mg/kg	NA	NA	NA	293	4.7	7.1	NA
Magnesium	--	mg/kg	NA	NA	NA	158 J	220 J	258 J	NA
Manganese	23,000	mg/kg	NA	NA	NA	45.6	82.6	86.4	NA
Mercury	28	mg/kg	NA	NA	NA	0.11 U	0.099 U	0.099 U	NA
Nickel	20,000	mg/kg	NA	NA	NA	2.2 J	1.5 J	1.7 J	NA
Potassium	--	mg/kg	NA	NA	NA	106 J	144 J	200 J	NA
Selenium	5,100	mg/kg	NA	NA	NA	0.56 J	0.33 J	0.36 J	NA
Sodium	--	mg/kg	NA	NA	NA	536 U	519 U	520 U	NA
Vanadium	7,200	mg/kg	NA	NA	NA	11.2	8.2	7.9	NA
Zinc	310,000	mg/kg	NA	NA	NA	41.1	6 J	11.1	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Altameta Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-38	GP-38	GP-38	GP-39	GP-39	GP-39	GP-39
			11 - 12 ft bgs	15 - 16 ft bgs	19 - 20 ft bgs	0.5 - 1.5 ft bgs	3 - 4 ft bgs	7 - 8 ft bgs	11 - 12 ft bgs
			5/28/2008	5/28/2008	5/28/2008	5/29/2008	5/29/2008	5/29/2008	5/29/2008
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	7 J	260	58	13	10 U	11 U	11 U
Gasoline	--	mg/kg	0.56 U	2.1	0.42 J	0.52 U	0.52 U	0.53 U	0.56 U
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	10 U	3200 U	10 U	5 J	3 J	10 U	10 U
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	10 U	3200 U	7 J	10 U	10 U	10 U	10 U
1,1,2-Trichloroethane	5,500	ug/kg	10 U	3200 U	10 U	10 U	10 U	10 U	10 U
1,1-Dichloroethane	17,000	ug/kg	10 U	3200 U	18	10 U	10 U	10 U	10 U
1,1-Dichloroethene	1,100,000	ug/kg	10 U	3200 U	10 U	10 U	10 U	10 U	10 U
1,2-Dichlorobenzene	10,000,000	ug/kg	10 U	3200 U	10 U	10 U	10 U	10 U	10 U
1,4-Dichlorobenzene	13,000	ug/kg	10 U	3200 U	10 U	10 U	10 U	10 U	10 U
2-Butanone	190,000,000	ug/kg	10 U	3200 U	10 U	10 U	10 U	10 U	10 U
2-Hexanone	--	ug/kg	10 U	3200 U	10 U	10 U	10 U	10 U	10 U
4-Methyl-2-pentanone	52,000,000	ug/kg	10 U	3200 U	10 U	10 U	10 U	10 U	10 U
Acetone	610,000,000	ug/kg	11 U	3500 J	15 U	10 U	10 U	12 U	17 U
Benzene	5,600	ug/kg	10 U	3200 U	10 U	10 U	10 U	10 U	10 U
Carbon Disulfide	3,000,000	ug/kg	10 U	3200 U	16	10 U	10 U	10 U	10 U
Carbon Tetrachloride	1,300	ug/kg	10 U	3200 U	10 U	10 U	10 U	10 U	10 U
Chloroethane	62,000,000	ug/kg	10 U	3200 U	8 J	10 U	10 U	10 U	10 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	10 U	3200 U	13	10 U	10 U	10 U	10 U
Cyclohexane	30,000,000	ug/kg	10 U	1200 J	10 U	10 U	10 U	10 U	10 U
Dichlorodifluoromethane	780,000	ug/kg	10 U	3200 U	10 U	10 U	10 U	10 U	10 U
Ethylbenzene	29,000	ug/kg	10 U	2800 J	10 U	10 U	10 U	10 U	10 U
Isopropylbenzene	11,000,000	ug/kg	10 U	680 J	10 U	10 U	10 U	10 U	10 U
Methyl Acetate	1,000,000,000	ug/kg	10 U	46000	10 U	10 U	10 U	10 U	10 U
Methylcyclohexane	14,000,000	ug/kg	10 U	1700 J	3 J	10 U	10 U	10 U	10 U
Methylene Chloride	54,000	ug/kg	10 U	880 J	10 U	10 U	10 U	10 U	10 U
Tetrachloroethene	2,700	ug/kg	10 U	3200 U	10 U	180	50	5 J	11
Toluene	46,000,000	ug/kg	10 U	5400	9 J	10 U	10 U	10 U	10 U
trans-1,2-Dichloroethene	500,000	ug/kg	10 U	3200 U	3 J	10 U	10 U	10 U	10 U
Trichloroethene	14,000	ug/kg	10 U	3200 U	10 U	130	36	4 J	19
Trichlorofluoromethane	3,400,000	ug/kg	10 U	3200 U	10 U	10 U	10 U	10 U	10 U
Vinyl Chloride	1,700	ug/kg	10 U	3200 U	29	10 U	10 U	10 U	10 U
Xylenes (total)	2,600,000	ug/kg	10 U	19000	3 J	10 U	10 U	10 U	10 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
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Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-38	GP-38	GP-38	GP-39	GP-39	GP-39	GP-39
			11 - 12 ft bgs 5/28/2008	15 - 16 ft bgs 5/28/2008	19 - 20 ft bgs 5/28/2008	0.5 - 1.5 ft bgs 5/29/2008	3 - 4 ft bgs 5/29/2008	7 - 8 ft bgs 5/29/2008	11 - 12 ft bgs 5/29/2008
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	370 U	360 U	370 U	340 U	340 U	350 U	370 U
Acenaphthylene	--	ug/kg	370 U	360 U	370 U	72 J	340 U	350 U	370 U
Anthracene	170,000,000	ug/kg	370 U	360 U	370 U	340 U	340 U	350 U	370 U
Benzo(a)anthracene	2,100	ug/kg	370 U	360 U	370 U	82 J	340 U	350 U	370 U
Benzo(a)pyrene	210	ug/kg	370 U	360 U	370 U	78 J	340 U	350 U	370 U
Benzo(b)fluoranthene	2,100	ug/kg	370 U	360 U	370 U	75 J	340 U	350 U	370 U
Benzo(g,h,i)perylene	--	ug/kg	370 U	360 U	370 U	94 J	340 U	350 U	370 U
Benzo(k)fluoranthene	21,000	ug/kg	370 U	360 U	370 U	81 J	340 U	350 U	370 U
Chrysene	210,000	ug/kg	370 U	360 U	370 U	110 J	340 U	350 U	370 U
Dibenzo(a,h)anthracene	210	ug/kg	370 U	360 U	370 U	340 U	340 U	350 U	370 U
Fluoranthene	22,000,000	ug/kg	370 U	360 U	370 U	90 J	340 U	350 U	370 U
Fluorene	22,000,000	ug/kg	370 U	360 U	370 U	340 U	340 U	350 U	370 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	370 U	360 U	370 U	83 J	340 U	350 U	370 U
Naphthalene	670,000	ug/kg	370 U	360 U	370 U	340 U	340 U	350 U	370 U
Phenanthrene	--	ug/kg	370 U	360 U	370 U	80 J	340 U	350 U	370 U
Pyrene	17,000,000	ug/kg	370 U	360 U	370 U	140 J	340 U	350 U	370 U
Inorganics									
Aluminum	990,000	mg/kg	NA	NA	NA	3510	NA	3940	NA
Antimony	410	mg/kg	NA	NA	NA	6 UJ	NA	6.3 UJ	NA
Arsenic	1.6	mg/kg	NA	NA	NA	7.9	NA	0.8 J	NA
Barium	190,000	mg/kg	NA	NA	NA	8.3 J	NA	5.1 J	NA
Beryllium	2,000	mg/kg	NA	NA	NA	0.063 J	NA	0.082 J	NA
Cadmium	810	mg/kg	NA	NA	NA	0.5 U	NA	0.52 U	NA
Calcium	--	mg/kg	NA	NA	NA	498 U	NA	35.4 J	NA
Chromium	--	mg/kg	NA	NA	NA	3.2	NA	4.7	NA
Cobalt	--	mg/kg	NA	NA	NA	5 U	NA	5.2 U	NA
Copper	41,000	mg/kg	NA	NA	NA	2.2 J	NA	2.1 J	NA
Iron	720,000	mg/kg	NA	NA	NA	2600	NA	3260	NA
Lead	--	mg/kg	NA	NA	NA	2.6	NA	0.84 J	NA
Magnesium	--	mg/kg	NA	NA	NA	115 J	NA	54.9 J	NA
Manganese	23,000	mg/kg	NA	NA	NA	16.1 U	NA	8.4	NA
Mercury	28	mg/kg	NA	NA	NA	0.099 U	NA	0.1 U	NA
Nickel	20,000	mg/kg	NA	NA	NA	1.2 J	NA	0.84 J	NA
Potassium	--	mg/kg	NA	NA	NA	42.5 J	NA	34.4 J	NA
Selenium	5,100	mg/kg	NA	NA	NA	3.5 UJ	NA	3.7 U	NA
Sodium	--	mg/kg	NA	NA	NA	498 U	NA	524 U	NA
Vanadium	7,200	mg/kg	NA	NA	NA	5.4	NA	6.5	NA
Zinc	310,000	mg/kg	NA	NA	NA	5.1 J	NA	3.4 J	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-39	GP-40	GP-40	GP-40	GP-40	GP-40	GP-41
			15 - 16 ft bgs 5/29/2008	0.5 - 1.5 ft bgs 5/29/2008	3 - 4 ft bgs 5/29/2008	7 - 8 ft bgs 5/29/2008	11 - 12 ft bgs 5/29/2008	15 - 16 ft bgs 5/29/2008	0.5 - 1.5 ft bgs 5/29/2008
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	11 U	4.2 J	10 U	2.9 J	2.4 J	12 U	5.7 J
Gasoline	---	mg/kg	0.53 U	0.52 U	0.52 U	0.52 U	0.57 U	0.6 U	0.6 U
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	10 U	25	2 J	10 U	10 U	11 U	4800 JD
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
1,1,2-Trichloroethane	5,500	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
1,1-Dichloroethane	17,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
1,1-Dichloroethene	1,100,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
1,2-Dichlorobenzene	10,000,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
1,4-Dichlorobenzene	13,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
2-Butanone	190,000,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	21
2-Hexanone	--	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
4-Methyl-2-pentanone	52,000,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
Acetone	610,000,000	ug/kg	14 U	24 U	11 U	10 U	15 U	11 U	100
Benzene	5,600	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
Carbon Disulfide	3,000,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	4 J
Carbon Tetrachloride	1,300	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
Chloroethane	62,000,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
Cyclohexane	30,000,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
Dichlorodifluoromethane	780,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
Ethylbenzene	29,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
Isopropylbenzene	11,000,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
Methyl Acetate	1,000,000,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
Methylcyclohexane	14,000,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
Methylene Chloride	54,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
Tetrachloroethene	2,700	ug/kg	10 U	1300 D	37	2 J	6 J	11 U	29000 D
Toluene	46,000,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
trans-1,2-Dichloroethene	500,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
Trichloroethene	14,000	ug/kg	10 U	1100 JD	23	2 J	5 J	11 U	71000 D
Trichlorofluoromethane	3,400,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
Vinyl Chloride	1,700	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U
Xylenes (total)	2,600,000	ug/kg	10 U	10 U	10 U	10 U	10 U	11 U	11 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
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Analyte	Industrial Soil Screening Level	Units	Concentration In Sample:						
			GP-39	GP-40	GP-40	GP-40	GP-40	GP-40	GP-41
			15 - 16 ft bgs 5/29/2008	0.5 - 1.5 ft bgs 5/29/2008	3 - 4 ft bgs 5/29/2008	7 - 8 ft bgs 5/29/2008	11 - 12 ft bgs 5/29/2008	15 - 16 ft bgs 5/29/2008	0.5 - 1.5 ft bgs 5/29/2008
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	350 U	340 U	340 U	340 U	380 U	400 U	390 U
Acenaphthylene	--	ug/kg	350 U	340 U	340 U	340 U	380 U	400 U	390 U
Anthracene	170,000,000	ug/kg	350 U	340 U	340 U	340 U	380 U	400 U	390 U
Benzo(a)anthracene	2,100	ug/kg	350 U	340 U	340 U	340 U	380 U	400 U	390 U
Benzo(a)pyrene	210	ug/kg	350 U	340 U	340 U	340 U	380 U	400 U	390 U
Benzo(b)fluoranthene	2,100	ug/kg	350 U	340 U	340 U	340 U	380 U	400 U	390 U
Benzo(g,h,i)perylene	--	ug/kg	350 U	340 U	340 U	340 U	380 U	400 U	390 U
Benzo(k)fluoranthene	21,000	ug/kg	350 U	340 U	340 U	340 U	380 U	400 U	390 U
Chrysene	210,000	ug/kg	350 U	340 U	340 U	340 U	380 U	400 U	390 U
Dibenzo(a,h)anthracene	210	ug/kg	350 U	340 U	340 U	340 U	380 U	400 U	390 U
Fluoranthene	22,000,000	ug/kg	350 U	340 U	340 U	340 U	380 U	400 U	390 U
Fluorene	22,000,000	ug/kg	350 U	340 U	340 U	340 U	380 U	400 U	390 U
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	350 U	340 U	340 U	340 U	380 U	400 U	390 U
Naphthalene	670,000	ug/kg	350 U	340 U	340 U	340 U	380 U	400 U	390 U
Phenanthrene	--	ug/kg	350 U	340 U	340 U	340 U	380 U	400 U	390 U
Pyrene	17,000,000	ug/kg	350 U	340 U	340 U	340 U	380 U	400 U	390 U
Inorganics									
Aluminum	990,000	mg/kg	NA	3730	NA	NA	NA	NA	4880
Antimony	410	mg/kg	NA	6.2 UJ	NA	NA	NA	NA	6.8 UJ
Arsenic	1.6	mg/kg	NA	0.4 J	NA	NA	NA	NA	4.4
Barium	190,000	mg/kg	NA	9.5 J	NA	NA	NA	NA	34.5
Beryllium	2,000	mg/kg	NA	0.077 J	NA	NA	NA	NA	0.25 J
Cadmium	810	mg/kg	NA	0.52 U	NA	NA	NA	NA	0.56 U
Calcium	--	mg/kg	NA	516 U	NA	NA	NA	NA	12300
Chromium	--	mg/kg	NA	2.9	NA	NA	NA	NA	11.9
Cobalt	--	mg/kg	NA	5.2 U	NA	NA	NA	NA	0.26 J
Copper	41,000	mg/kg	NA	2.6 U	NA	NA	NA	NA	6.5
Iron	720,000	mg/kg	NA	2540	NA	NA	NA	NA	5690
Lead	--	mg/kg	NA	1.2	NA	NA	NA	NA	8.6
Magnesium	--	mg/kg	NA	112 J	NA	NA	NA	NA	360 J
Manganese	23,000	mg/kg	NA	22.8	NA	NA	NA	NA	51.2
Mercury	28	mg/kg	NA	0.099 U	NA	NA	NA	NA	0.037 J
Nickel	20,000	mg/kg	NA	1.5 J	NA	NA	NA	NA	3 J
Potassium	--	mg/kg	NA	38.6 J	NA	NA	NA	NA	281 J
Selenium	5,100	mg/kg	NA	3.6 UJ	NA	NA	NA	NA	0.69 J
Sodium	--	mg/kg	NA	516 U	NA	NA	NA	NA	564 U
Vanadium	7,200	mg/kg	NA	5 J	NA	NA	NA	NA	18.5
Zinc	310,000	mg/kg	NA	5.7 J	NA	NA	NA	NA	23

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-41	GP-41	GP-41	GP-41	MW-41	MW-41	MW-42
			3 - 4 ft bgs 6/29/2008	7 - 8 ft bgs 5/29/2008	11 - 12 ft bgs 5/29/2008	15 - 16 ft bgs 6/29/2008	12 ft bgs 6/4/2007	42 - 43 ft bgs 6/8/2007	11 ft bgs 6/4/2007
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	4.3 J	12 U	12 U	12 U	11 U	10 J	12 U
Gasoline	--	mg/kg	0.53 U	0.59 U	0.61 U	0.6 U	0.56 U	0.52 U	0.58 U
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
1,1,2-Trichloroethane	5,500	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
1,1-Dichloroethane	17,000	ug/kg	1300 U	10 U	10 U	10 U	3 J	9 U	9 U
1,1-Dichloroethene	1,100,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
1,2-Dichlorobenzene	10,000,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
1,4-Dichlorobenzene	13,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
2-Butanone	190,000,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
2-Hexanone	--	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
4-Methyl-2-pentanone	52,000,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
Acetone	610,000,000	ug/kg	1300 U	10 U	14 U	10 U	11 UJ	9 UJ	9 UJ
Benzene	5,600	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
Carbon Disulfide	3,000,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
Carbon Tetrachloride	1,300	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
Chloroethane	62,000,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
Cyclohexane	30,000,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
Dichlorodifluoromethane	780,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
Ethylbenzene	29,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
Isopropylbenzene	11,000,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
Methyl Acetate	1,000,000,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
Methylcyclohexane	14,000,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
Methylene Chloride	54,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
Tetrachloroethene	2,700	ug/kg	750 J	10 U	10 U	3 J	8 U	9 U	9 U
Toluene	46,000,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
trans-1,2-Dichloroethene	500,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
Trichloroethene	14,000	ug/kg	1000 J	3 J	2 J	6 J	8 U	9 U	9 U
Trichlorofluoromethane	3,400,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
Vinyl Chloride	1,700	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U
Xylenes (total)	2,600,000	ug/kg	1300 U	10 U	10 U	10 U	8 U	9 U	9 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			GP-41	GP-41	GP-41	GP-41	MW-41	MW-41	MW-42
			3 - 4 ft bgs 5/29/2008	7 - 8 ft bgs 5/29/2008	11 - 12 ft bgs 5/29/2008	15 - 16 ft bgs 5/29/2008	12 ft bgs 6/4/2007	42 - 43 ft bgs 6/8/2007	11 ft bgs 6/4/2007
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	350 U	390 U	400 U	390 U	NA	NA	NA
Acenaphthylene	--	ug/kg	350 U	390 U	400 U	390 U	NA	NA	NA
Anthracene	170,000,000	ug/kg	350 U	390 U	400 U	390 U	NA	NA	NA
Benzo(a)anthracene	2,100	ug/kg	350 U	390 U	400 U	390 U	NA	NA	NA
Benzo(a)pyrene	210	ug/kg	350 U	390 U	400 U	390 U	NA	NA	NA
Benzo(b)fluoranthene	2,100	ug/kg	350 U	390 U	400 U	390 U	NA	NA	NA
Benzo(g,h,i)perylene	--	ug/kg	350 U	390 U	400 U	390 U	NA	NA	NA
Benzo(k)fluoranthene	21,000	ug/kg	350 U	390 U	400 U	390 U	NA	NA	NA
Chrysene	210,000	ug/kg	350 U	390 U	400 U	390 U	NA	NA	NA
Dibenzo(a,h)anthracene	210	ug/kg	350 U	390 U	400 U	390 U	NA	NA	NA
Fluoranthene	22,000,000	ug/kg	350 U	390 U	400 U	390 U	NA	NA	NA
Fluorene	22,000,000	ug/kg	350 U	390 U	400 U	390 U	NA	NA	NA
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	350 U	390 U	400 U	390 U	NA	NA	NA
Naphthalene	670,000	ug/kg	350 U	390 U	400 U	390 U	NA	NA	NA
Phenanthrene	--	ug/kg	350 U	390 U	400 U	390 U	NA	NA	NA
Pyrene	17,000,000	ug/kg	350 U	390 U	400 U	390 U	NA	NA	NA
Inorganics									
Aluminum	990,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Antimony	410	mg/kg	NA	NA	NA	NA	NA	NA	NA
Arsenic	1.6	mg/kg	NA	NA	NA	NA	NA	NA	NA
Barium	190,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Beryllium	2,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Cadmium	810	mg/kg	NA	NA	NA	NA	NA	NA	NA
Calcium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Chromium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Cobalt	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Copper	41,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Iron	720,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Lead	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Magnesium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Manganese	23,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Mercury	28	mg/kg	NA	NA	NA	NA	NA	NA	NA
Nickel	20,000	mg/kg	NA	NA	NA	NA	NA	NA	NA
Potassium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Selenium	5,100	mg/kg	NA	NA	NA	NA	NA	NA	NA
Sodium	--	mg/kg	NA	NA	NA	NA	NA	NA	NA
Vanadium	7,200	mg/kg	NA	NA	NA	NA	NA	NA	NA
Zinc	310,000	mg/kg	NA	NA	NA	NA	NA	NA	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			MW-43	MW-43	MW-44	MW-44	MW-44	MW-46	MW-46
			5 ft bgs 6/5/2007	12 ft bgs 6/5/2007	0 - 130 ft bgs 6/8/2007	12 ft bgs 6/4/2007	20 ft bgs 6/4/2007	0 - 127 ft bgs 6/8/2007	15 ft bgs 6/6/2007
Petroleum Products									
Diesel Range Organics (DRO)	--	mg/kg	180	12	10 J	11 U	11 U	43	150
Gasoline	--	mg/kg	0.48 J	0.53 U	0.52 U	0.57 U	0.56 U	0.57 U	0.56 U
Volatile Organics									
1,1,1-Trichloroethane	39,000,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	7 J
1,1,2-Trichloroethane	5,500	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
1,1-Dichloroethane	17,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	5 J
1,1-Dichloroethene	1,100,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
1,2-Dichlorobenzene	10,000,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
1,4-Dichlorobenzene	13,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
2-Butanone	190,000,000	ug/kg	17	9 U	8 U	7 U	9 U	8 U	8 U
2-Hexanone	--	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
4-Methyl-2-pentanone	62,000,000	ug/kg	5 J	9 U	8 U	7 U	9 U	8 U	8 U
Acetone	610,000,000	ug/kg	100 UJ	13 UJ	8 UJ	7 UJ	21 UJ	8 U	63 B
Benzene	5,600	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
Carbon Disulfide	3,000,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	4 J
Carbon Tetrachloride	1,300	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
Chloroethane	62,000,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	11	9 U	8 U	7 U	9 U	8 U	8 U
Cyclohexane	30,000,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
Dichlorodifluoromethane	780,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 UJ	8 U
Ethylbenzene	29,000	ug/kg	3 J	9 U	8 U	7 U	9 U	8 U	8 U
Isopropylbenzene	11,000,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
Methyl Acetate	1,000,000,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
Methylcyclohexane	14,000,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
Methylene Chloride	54,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
Tetrachloroethene	2,700	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	4 J
Toluene	46,000,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
trans-1,2-Dichloroethene	500,000	ug/kg	5 J	9 U	8 U	7 U	9 U	8 U	8 U
Trichloroethene	14,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	3 J
Trichlorofluoromethane	3,400,000	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
Vinyl Chloride	1,700	ug/kg	7 U	9 U	8 U	7 U	9 U	8 U	8 U
Xylenes (total)	2,600,000	ug/kg	26	9 U	8 U	7 U	9 U	8 U	8 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:						
			MW-43	MW-43	MW-44	MW-44	MW-44	MW-45	MW-45
			5 ft bgs 6/5/2007	12 ft bgs 6/5/2007	0 - 130 ft bgs 6/8/2007	12 ft bgs 6/4/2007	20 ft bgs 6/4/2007	0 - 127 ft bgs 6/8/2007	15 ft bgs 6/6/2007
Semivolatile Organics									
Acenaphthene	33,000,000	ug/kg	NA	NA	NA	NA	NA	NA	NA
Acenaphthylene	--	ug/kg	NA	NA	NA	NA	NA	NA	NA
Anthracene	170,000,000	ug/kg	NA	NA	NA	NA	NA	NA	NA
Benzo(a)anthracene	2,100	ug/kg	NA	NA	NA	NA	NA	NA	NA
Benzo(a)pyrene	210	ug/kg	NA	NA	NA	NA	NA	NA	NA
Benzo(b)fluoranthene	2,100	ug/kg	NA	NA	NA	NA	NA	NA	NA
Benzo(g,h,i)perylene	--	ug/kg	NA	NA	NA	NA	NA	NA	NA
Benzo(k)fluoranthene	21,000	ug/kg	NA	NA	NA	NA	NA	NA	NA
Chrysene	210,000	ug/kg	NA	NA	NA	NA	NA	NA	NA
Dibenzo(a,h)anthracene	210	ug/kg	NA	NA	NA	NA	NA	NA	NA
Fluoranthene	22,000,000	ug/kg	NA	NA	NA	NA	NA	NA	NA
Fluorene	22,000,000	ug/kg	NA	NA	NA	NA	NA	NA	NA
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	NA	NA	NA	NA	NA	NA	NA
Naphthalene	670,000	ug/kg	NA	NA	NA	NA	NA	NA	NA
Phenanthrene	--	ug/kg	NA	NA	NA	NA	NA	NA	NA
Pyrene	17,000,000	ug/kg	NA	NA	NA	NA	NA	NA	NA
Inorganics									
Aluminum	990,000	mg/kg	NA	5360	NA	NA	NA	8320	NA
Antimony	410	mg/kg	NA	6.4 UJ	NA	NA	NA	6.7 UJ	NA
Arsenic	1.6	mg/kg	NA	1.5	NA	NA	NA	0.63 J	NA
Barium	190,000	mg/kg	NA	11.5 J	NA	NA	NA	108 J	NA
Beryllium	2,000	mg/kg	NA	0.094 J	NA	NA	NA	0.39 J	NA
Cadmium	810	mg/kg	NA	0.53 U	NA	NA	NA	0.56 U	NA
Calcium	--	mg/kg	NA	531 U	NA	NA	NA	504 J	NA
Chromium	--	mg/kg	NA	7.3	NA	NA	NA	4.5	NA
Cobalt	--	mg/kg	NA	0.46 J	NA	NA	NA	8.7	NA
Copper	41,000	mg/kg	NA	3.4	NA	NA	NA	4.6	NA
Iron	720,000	mg/kg	NA	5070 J	NA	NA	NA	32700 J	NA
Lead	--	mg/kg	NA	1.8	NA	NA	NA	7.5	NA
Magnesium	--	mg/kg	NA	114 J	NA	NA	NA	2890	NA
Manganese	23,000	mg/kg	NA	7.1 J	NA	NA	NA	779 J	NA
Mercury	28	mg/kg	NA	0.11 U	NA	NA	NA	0.11 U	NA
Nickel	20,000	mg/kg	NA	1.8 J	NA	NA	NA	4.3 J	NA
Potassium	--	mg/kg	NA	81.3 J	NA	NA	NA	1640 J	NA
Selenium	5,100	mg/kg	NA	3.7 U	NA	NA	NA	3.9 U	NA
Sodium	--	mg/kg	NA	531 U	NA	NA	NA	561 U	NA
Vanadium	7,200	mg/kg	NA	10.5 J	NA	NA	NA	30.1 J	NA
Zinc	310,000	mg/kg	NA	12.7	NA	NA	NA	147	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration in Sample:	
			MW-45	MW-45-DUP
			20 ft bgs 6/6/2007	20 ft bgs 6/6/2007
Petroleum Products				
Diesel Range Organics (DRO)	--	mg/kg	11 U	11 U
Gasoline	--	mg/kg	0.54 U	0.54 U
Volatile Organics				
1,1,1-Trichloroethane	39,000,000	ug/kg	9 U	9 U
1,1,2-trichloro-1,2,2-trifluoroethane	180,000,000	ug/kg	9 U	9 U
1,1,2-Trichloroethane	5,500	ug/kg	9 U	9 U
1,1-Dichloroethane	17,000	ug/kg	9 U	9 U
1,1-Dichloroethene	1,100,000	ug/kg	9 U	9 U
1,2-Dichlorobenzene	10,000,000	ug/kg	9 U	9 U
1,4-Dichlorobenzene	13,000	ug/kg	9 U	9 U
2-Butanone	190,000,000	ug/kg	9 U	9 U
2-Hexanone	--	ug/kg	9 U	9 U
4-Methyl-2-pentanone	52,000,000	ug/kg	9 U	9 U
Acetone	610,000,000	ug/kg	13 UJ	12 UJ
Benzene	5,600	ug/kg	9 U	9 U
Carbon Disulfide	3,000,000	ug/kg	9 U	9 U
Carbon Tetrachloride	1,300	ug/kg	9 U	9 U
Chloroethane	62,000,000	ug/kg	9 U	9 U
cis-1,2-Dichloroethene	10,000,000	ug/kg	9 U	9 U
Cyclohexane	30,000,000	ug/kg	9 U	9 U
Dichlorodifluoromethane	780,000	ug/kg	9 U	9 U
Ethylbenzene	29,000	ug/kg	9 U	9 U
Isopropylbenzene	11,000,000	ug/kg	9 U	9 U
Methyl Acetate	1,000,000,000	ug/kg	9 U	9 U
Methylcyclohexane	14,000,000	ug/kg	9 U	9 U
Methylene Chloride	54,000	ug/kg	9 U	9 U
Tetrachloroethene	2,700	ug/kg	9 U	9 U
Toluene	46,000,000	ug/kg	9 U	9 U
trans-1,2-Dichloroethene	500,000	ug/kg	9 U	9 U
Trichloroethene	14,000	ug/kg	9 U	9 U
Trichlorofluoromethane	3,400,000	ug/kg	9 U	9 U
Vinyl Chloride	1,700	ug/kg	9 U	9 U
Xylenes (total)	2,600,000	ug/kg	9 U	9 U

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Industrial Soil Screening Level	Units	Concentration In Sample:	
			MW-45 20 ft bgs 6/6/2007	MW-45-DUP 20 ft bgs 6/6/2007
Semivolatile Organics				
Acenaphthene	33,000,000	ug/kg	NA	NA
Acenaphthylene	--	ug/kg	NA	NA
Anthracene	170,000,000	ug/kg	NA	NA
Benzo(a)anthracene	2,100	ug/kg	NA	NA
Benzo(a)pyrene	210	ug/kg	NA	NA
Benzo(b)fluoranthene	2,100	ug/kg	NA	NA
Benzo(g,h,i)perylene	--	ug/kg	NA	NA
Benzo(k)fluoranthene	21,000	ug/kg	NA	NA
Chrysene	210,000	ug/kg	NA	NA
Dibenzo(a,h)anthracene	210	ug/kg	NA	NA
Fluoranthene	22,000,000	ug/kg	NA	NA
Fluorene	22,000,000	ug/kg	NA	NA
Indeno(1,2,3-cd)pyrene	2,100	ug/kg	NA	NA
Naphthalene	670,000	ug/kg	NA	NA
Phenanthrene	--	ug/kg	NA	NA
Pyrene	17,000,000	ug/kg	NA	NA
Inorganics				
Aluminum	990,000	mg/kg	NA	NA
Antimony	410	mg/kg	NA	NA
Arsenic	1.6	mg/kg	NA	NA
Barium	190,000	mg/kg	NA	NA
Beryllium	2,000	mg/kg	NA	NA
Cadmium	810	mg/kg	NA	NA
Calcium	--	mg/kg	NA	NA
Chromium	--	mg/kg	NA	NA
Cobalt	--	mg/kg	NA	NA
Copper	41,000	mg/kg	NA	NA
Iron	720,000	mg/kg	NA	NA
Lead	--	mg/kg	NA	NA
Magnesium	--	mg/kg	NA	NA
Manganese	23,000	mg/kg	NA	NA
Mercury	28	mg/kg	NA	NA
Nickel	20,000	mg/kg	NA	NA
Potassium	--	mg/kg	NA	NA
Selenium	5,100	mg/kg	NA	NA
Sodium	--	mg/kg	NA	NA
Vanadium	7,200	mg/kg	NA	NA
Zinc	310,000	mg/kg	NA	NA

Table 4-1
Summary of Results for Analytes Detected in Soil Samples
Alternate Energy Resources, Augusta, Georgia
RI Report (Revision 1)

Notes:

U - The compound was analyzed for but not detected. The associated value is the compound quantitation limit.

J - Indicates an estimated value.

D - Compound quantitated using a secondary dilution.

E - Quantitated above the calibration range

B - Analyte was also detected in the associated method blank.

R - Rejected

X - Chromatographically unresolved due to matrix interference

NA - Not analyzed

Bolded and shaded values exceed the Industrial Soil Regional Screening Level (RSL)

mg/kg - milligrams per kilogram

ug/kg - micrograms per kilogram

bgs - below ground surface

Table 4-2
Summary of Results from Analytes Detected in Groundwater Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Tap Water Screening Value	MCL	Units	Concentration in Sample:					
				B-1 6/11/2008	B-2 6/12/2008	B-4 6/11/2008	B-4-DUP 6/11/2008	B-6 6/11/2008	B-9 6/11/2008
Volatile Organics									
1,1,1-Trichloroethane	9,100	200	ug/L	1.1	0.5 U	0.5 U	0.12 J	0.15 J	0.5 U
1,1,2-trichloro-1,2,2-trifluoroethane	59,000	--	ug/L	1.2	0.5 U	0.5 U	0.5 U	0.98	0.57
1,1,2-Trichloroethane	0.24	5	ug/L	0.23 J	0.5 U	0.5 U	0.5 U	0.13 J	0.5 U
1,1-Dichloroethane	2.4	--	ug/L	1.2	0.5 U	0.12 J	0.28 J	0.5 U	0.76
1,1-Dichloroethene	340	7	ug/L	1.5	0.5 U	0.5 U	0.5 U	0.93	2
1,2-Dichloroethane	0.15	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
1,2-Dichloropropane	0.39	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Acetone	22,000	--	ug/L	5.5 U	5 U	6.1 U	6.8 U	5 U	6 U
Benzene	0.41	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Bromoform	8.5	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Carbon Disulfide	1,000	--	ug/L	0.19 J	0.5 U	3.9	3.1	0.5 U	0.5 U
Carbon Tetrachloride	0.2	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Chloroethane	21,000	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Chloroform	0.19	--	ug/L	0.34 J	0.34 J	0.5 U	0.5 U	1.5	0.5 U
Chloromethane	1.8	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
cis-1,2-Dichloroethene	370	70	ug/L	26 D	0.5 UJ	1.4 J	2.9 J	0.28 J	12
Cyclohexane	13,000	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Methyl tert-butyl ether	12	--	ug/L	0.15 J	0.5 U	0.5 U	0.5 U	0.23 J	0.19 J
Tetrachloroethene	0.11	5	ug/L	7.4	0.65	0.34 J	0.76	18	2.9
Toluene	2,300	1,000	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
trans-1,2-Dichloroethene	110	100	ug/L	0.5 U	0.5 UJ	0.5 U	0.5 U	0.5 U	0.11 J
Trichloroethene	1.7	5	ug/L	23	1.7	5 J	13 J	48 D	36 D
Trichlorofluoromethane	1,300	--	ug/L	0.5 U	0.5 UJ	0.5 UJ	0.5 UJ	0.5 UJ	0.22 J
Vinyl Chloride	0.016	2	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Semivolatile Organics									
bis(2-Ethylhexyl)phthalate	4.8	--	ug/L	10 U	10 U	10 U	10 U	10 U	10 U
Caprolactam	18,000	--	ug/L	12	10 U	220 DJ	110 DJ	5 J	12

Notes:

ug/L - micrograms per liter

MCL = EPA Maximum Contaminant Level

U - not detected

J - estimated

D - diluted sample

Shaded and bolded values exceed the Tap Water**Regional Screening Level (RSL)***Shaded and italicized values exceeded the MCL*

Table 4-2
Summary of Results from Analytes Detected in Groundwater Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Tap Water Screening Value	MCL	Units	Concentration in Sample:					
				B-10 6/10/2008	B-11 6/10/2008	B-12 6/10/2008	B-13 6/12/2008	B-16 6/10/2008	B-18 6/11/2008
Volatile Organics									
1,1,1-Trichloroethane	9,100	200	ug/L	0.5 U	0.5 U	0.5 U	0.22 J	0.5 U	0.5 U
1,1,2-trichloro-1,2,2-trifluoroethane	59,000	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
1,1,2-Trichloroethane	0.24	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
1,1-Dichloroethane	2.4	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
1,1-Dichloroethene	340	7	ug/L	0.5 U	0.5 U	0.5 U	0.79	0.5 U	0.5 U
1,2-Dichloroethane	0.15	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
1,2-Dichloropropane	0.39	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Acetone	22,000	--	ug/L	5 U	5 U	5.1 U	6 U	5 U	6 U
Benzene	0.41	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Bromoform	8.5	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Carbon Disulfide	1,000	--	ug/L	0.47 J	0.21 J	0.5 U	0.5 U	0.5 U	0.5 U
Carbon Tetrachloride	0.2	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Chloroethane	21,000	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Chloroform	0.19	--	ug/L	0.5 U	0.31 J	0.5 U	0.5 U	0.2 J	0.5 U
Chloromethane	1.8	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
cis-1,2-Dichloroethene	370	70	ug/L	0.12 J	0.5 U	0.5 U	0.5 U	0.5 U	0.11 J
Cyclohexane	13,000	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Methyl tert-butyl ether	12	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Tetrachloroethene	0.11	5	ug/L	0.16 J	0.5 U	0.5 U	2.3	0.5 U	0.5 U
Toluene	2,300	1,000	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
trans-1,2-Dichloroethene	110	100	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Trichloroethene	1.7	5	ug/L	0.9	0.5 U	0.5 U	6.9	0.5 U	0.26 J
Trichlorofluoromethane	1,300	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 UJ	0.5 U	0.5 UJ
Vinyl Chloride	0.016	2	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Semivolatile Organics									
bis(2-Ethylhexyl)phthalate	4.8	--	ug/L	10 U	10 U	10 U	10 U	10 U	10 U
Caprolactam	18,000	--	ug/L	12	10	10 U	83 D	10 U	18

Notes:

ug/L - micrograms per liter

MCL = EPA Maximum Contaminant Level

U - not detected

J - estimated

D - diluted sample

Shaded and bolded values exceed the Tap Water**Regional Screening Level (RSL)***Shaded and italicized values exceeded the MCL*

Table 4-2
Summary of Results from Analytes Detected in Groundwater Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Tap Water Screening Value	MCL	Units	Concentration in Sample:					
				B-19 6/11/2008	B-23 6/11/2008	B-24 6/11/2008	B-28 6/11/2008	B-31 6/11/2008	B-33 6/11/2008
Volatile Organics									
1,1,1-Trichloroethane	9,100	200	ug/L	0.5 U	0.12 J	0.5 U	0.47 J	0.5 U	0.5 U
1,1,2-trichloro-1,2,2-trifluoroethane	59,000	--	ug/L	0.5 U	1.5	0.5 U	0.67	0.58	0.5 U
1,1,2-Trichloroethane	0.24	5	ug/L	0.5 U	0.5 U	0.5 U	0.21 J	0.5 U	0.5 U
1,1-Dichloroethane	2.4	--	ug/L	0.5 U	0.5 U	0.5 U	0.15 J	0.21 J	0.43 J
1,1-Dichloroethene	340	7	ug/L	0.5 U	0.61	0.5 U	1.1	2.4	1.4
1,2-Dichloroethane	0.15	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
1,2-Dichloropropane	0.39	5	ug/L	0.5 U	0.5 U	1.4	0.5 U	0.5 U	0.5 U
Acetone	22,000	--	ug/L	5 U	5 U	5 U	7 U	6.2 U	6.8 U
Benzene	0.41	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.12 J	0.5 U
Bromoform	8.5	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Carbon Disulfide	1,000	--	ug/L	3	0.5 U	0.25 J	2.2	0.5 U	0.5 U
Carbon Tetrachloride	0.2	5	ug/L	0.5 U	0.5 U	0.15 J	0.5 U	0.5 U	0.5 U
Chloroethane	21,000	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Chloroform	0.19	--	ug/L	0.5 U	0.93	0.64	1.2	0.5 U	0.5 U
Chloromethane	1.8	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
cis-1,2-Dichloroethene	370	70	ug/L	0.5 U	0.22 J	0.5 U	14	6.1	6.9
Cyclohexane	13,000	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Methyl tert-butyl ether	12	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Tetrachloroethene	0.11	5	ug/L	0.5 U	11	0.18 J	17	4.5	1.9
Toluene	2,300	1,000	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
trans-1,2-Dichloroethene	110	100	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Trichloroethene	1.7	5	ug/L	0.5 U	34 D	0.5 U	34 D	22	28 D
Trichlorofluoromethane	1,300	--	ug/L	0.5 U	0.5 UJ	0.5 UJ	0.5 UJ	0.5 UJ	0.15 J
Vinyl Chloride	0.016	2	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Semivolatile Organics									
bis(2-Ethylhexyl)phthalate	4.8	--	ug/L	10 U	10 U	10 U	10 U	10 U	10 U
Caprolactam	18,000	--	ug/L	7 J	17	13	9 J	8 J	10

Notes:

ug/L - micrograms per liter

MCL = EPA Maximum Contaminant Level

U - not detected

J - estimated

D - diluted sample

Shaded and bolded values exceed the Tap Water**Regional Screening Level (RSL)***Shaded and italicized values exceeded the MCL*

Table 4-2
Summary of Results from Analytes Detected in Groundwater Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Tap Water Screening Value	MCL	Units	Concentration in Sample:					
				B-34R 6/10/2008	B-35 6/10/2008	B-36 6/10/2008	B-37 6/10/2008	B-38 6/10/2008	B-39 6/10/2008
Volatile Organics									
1,1,1-Trichloroethane	9,100	200	ug/L	0.5 U	0.21 J	0.5 U	0.5 U	0.5 U	0.98
1,1,2-trichloro-1,2,2-trifluoroethane	59,000	--	ug/L	1.1	2	0.5 U	0.5 U	0.5 U	6.4
1,1,2-Trichloroethane	0.24	5	ug/L	0.5 U	0.11 J	0.5 U	0.5 U	0.5 U	0.32 J
1,1-Dichloroethane	2.4	--	ug/L	0.85 J	1.1	0.5 U	0.5 U	0.5 U	1.5
1,1-Dichloroethene	340	7	ug/L	3	4.9	0.5 U	0.5 U	0.53	19
1,2-Dichloroethane	0.15	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
1,2-Dichloropropane	0.39	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Acetone	22,000	--	ug/L	5 U	5 U	5 U	5.5 U	5.3 U	5 U
Benzene	0.41	5	ug/L	0.5 U	0.11 J	0.5 U	0.5 U	0.5 U	0.11 J
Bromoform	8.5	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Carbon Disulfide	1,000	--	ug/L	0.16 J	0.5 U	0.5 U	0.64 J	0.47 J	0.5 U
Carbon Tetrachloride	0.2	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Chloroethane	21,000	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Chloroform	0.19	--	ug/L	0.35 J	0.38 J	0.5 U	0.5 U	0.23 J	1.2
Chloromethane	1.8	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
cis-1,2-Dichloroethene	370	70	ug/L	12	17	0.5 U	0.5 U	0.15 J	41 D
Cyclohexane	13,000	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Methyl tert-butyl ether	12	--	ug/L	0.5 U	0.17 J	0.5 U	0.5 U	0.5 U	0.39 J
Tetrachloroethene	0.11	5	ug/L	3.6	8.4	0.5 U	0.5 U	0.18 J	34 D
Toluene	2,300	1,000	ug/L	0.11 J	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
trans-1,2-Dichloroethene	110	100	ug/L	0.25 J	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Trichloroethene	1.7	5	ug/L	55 D	84 D	0.18 J	0.63	8.8	170 D
Trichlorofluoromethane	1,300	--	ug/L	0.18 J	0.18 J	0.5 U	0.5 U	0.5 U	0.5 U
Vinyl Chloride	0.016	2	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Semivolatile Organics									
bis(2-Ethylhexyl)phthalate	4.8	--	ug/L	10 U	10 U	10 U	10 U	10 U	10 U
Caprolactam	18,000	--	ug/L	38	8 J	5 J	10 U	22	15

Notes:

ug/L - micrograms per liter

MCL = EPA Maximum Contaminant Level

U - not detected

J - estimated

D - diluted sample

**Shaded and bolded values exceed the Tap Water
Regional Screening Level (RSL)**

Shaded and italicized values exceeded the MCL

Table 4-2
Summary of Results from Analytes Detected in Groundwater Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Tap Water Screening Value	MCL	Units	Concentration in Sample:					
				B-40 6/10/2008	DW-1 6/10/2008	MW-41 6/12/2008	MW-44 6/11/2008	MW-45 6/12/2008	MW-45-DUP 6/12/2008
Volatile Organics									
1,1,1-Trichloroethane	9,100	200	ug/L	0.72	0.5 U	4.4	0.5 U	0.5 U	0.5 U
1,1,2-trichloro-1,2,2-trifluoroethane	59,000	--	ug/L	17	0.5 U	0.68	0.5 U	0.5 U	0.5 U
1,1,2-Trichloroethane	0.24	5	ug/L	0.44 J	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
1,1-Dichloroethane	2.4	--	ug/L	0.93	0.35 J	46 D	0.5 U	0.5 U	0.5 U
1,1-Dichloroethene	340	7	ug/L	73	0.8	0.5 U	0.5 U	0.5 U	0.5 U
1,2-Dichloroethane	0.15	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
1,2-Dichloropropane	0.39	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Acetone	22,000	--	ug/L	5 U	5 U	7.3 U	8.7 U	9.1 U	9.2 U
Benzene	0.41	5	ug/L	0.17 J	0.12 J	0.5 U	0.5 U	0.5 U	0.5 U
Bromoform	8.5	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Carbon Disulfide	1,000	--	ug/L	19	0.5 U	0.16 J	2	0.22 J	0.34 J
Carbon Tetrachloride	0.2	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Chloroethane	21,000	--	ug/L	0.5 U	0.5 U	1.3	0.5 U	0.5 U	0.5 U
Chloroform	0.19	--	ug/L	1.1	0.1 J	0.5 U	0.5 U	0.5 U	0.5 U
Chloromethane	1.8	--	ug/L	J	0.5 U	0.5 U	0.5 U	0.5 U	0.42 J
cis-1,2-Dichloroethene	370	70	ug/L	48 D	0.81	7.9 J	0.5 UJ	0.5 U	0.5 U
Cyclohexane	13,000	--	ug/L	0.5 U	0.5 U	0.5 U	0.13 J	0.5 U	0.5 U
Methyl tert-butyl ether	12	--	ug/L	0.4 J	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Tetrachloroethene	0.11	5	ug/L	29 D	0.34 J	1.1	0.5 U	0.34 J	0.36 J
Toluene	2,300	1,000	ug/L	0.5 U	0.5 U	0.13 J	0.5 U	0.5 U	0.5 U
trans-1,2-Dichloroethene	110	100	ug/L	0.5 U	0.5 U	1.2 J	0.5 UJ	0.5 U	0.5 U
Trichloroethene	1.7	5	ug/L	260 D	2.6	2.5	0.4 J	0.64	0.75
Trichlorofluoromethane	1,300	--	ug/L	0.5 U	0.5 U	0.86 J	0.5 UJ	0.5 UJ	0.5 UJ
Vinyl Chloride	0.016	2	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Semivolatile Organics									
bis(2-Ethylhexyl)phthalate	4.8	--	ug/L	10 U	10 U	10 U	4 J	10 U	10 U
Caprolactam	18,000	--	ug/L	18	10 U	10 U	14	18 J	41 J

Notes:

ug/L - micrograms per liter

MCL = EPA Maximum Contaminant Level

U - not detected

J - estimated

D - diluted sample

Shaded and bolded values exceed the Tap Water

Regional Screening Level (RSL)

Shaded and italicized values exceeded the MCL

Table 4-2
Summary of Results from Analytes Detected in Groundwater Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Tap Water Screening Value	MCL	Units	Concentration in Sample:					
				MW-46 6/11/2008	MW-47 6/12/2008	MW-48 6/25/2008	MW-48-DUP 6/25/2008	MW-49 6/25/2008	P-3 6/12/2008
Volatile Organics									
1,1,1-Trichloroethane	9,100	200	ug/L	0.86	0.52	0.5 U	0.5 U	0.5 U	150 D
1,1,2-trichloro-1,2,2-trifluoroethane	59,000	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	3.4 J
1,1,2-Trichloroethane	0.24	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	3.4
1,1-Dichloroethane	2.4	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	11
1,1-Dichloroethene	340	7	ug/L	0.5 U	0.15 J	0.5 U	0.5 U	0.5 U	390 D
1,2-Dichloroethane	0.15	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.64 J
1,2-Dichloropropane	0.39	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Acetone	22,000	--	ug/L	5 U	5 U	5 U	5 U	5.3 U	5 U
Benzene	0.41	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.56
Bromoform	8.5	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
Carbon Disulfide	1,000	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.13 J	0.5 U
Carbon Tetrachloride	0.2	5	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.39 J
Chloroethane	21,000	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.49 J
Chloroform	0.19	--	ug/L	0.5 U	0.28 J	0.5 U	0.5 U	0.5 U	3.2
Chloromethane	1.8	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
cis-1,2-Dichloroethene	370	70	ug/L	0.12 J	0.5 U	0.5 U	0.5 U	0.5 U	43 JD
Cyclohexane	13,000	--	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.13 J
Methyl tert-butyl ether	12	--	ug/L	0.5 U	0.7	0.5 U	0.5 U	0.15 J	0.46 J
Tetrachloroethene	0.11	5	ug/L	3.1	2.5	0.5 U	0.5 U	0.5 U	890 D
Toluene	2,300	1,000	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U
trans-1,2-Dichloroethene	110	100	ug/L	0.5 UJ	0.5 U	0.5 U	0.5 U	0.5 U	0.7 J
Trichloroethene	1.7	5	ug/L	4.8	2.5	0.5 U	0.5 U	0.5 U	3200 D
Trichlorofluoromethane	1,300	--	ug/L	0.5 UJ	0.5 UJ	0.5 UJ	0.5 UJ	0.5 UJ	0.5 UJ
Vinyl Chloride	0.016	2	ug/L	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	7.1
Semivolatile Organics									
bis(2-Ethylhexyl)phthalate	4.8	--	ug/L	10 U	10 U	10 U	10 U	10 U	10 U
Caprolactam	18,000	--	ug/L	11	10 U	25	26	8 J	660 D

Notes:

ug/L - micrograms per liter

MCL = EPA Maximum Contaminant Level

U - not detected

J - estimated

D - diluted sample

Shaded and bolded values exceed the Tap Water

Regional Screening Level (RSL)

Shaded and italicized values exceeded the MCL

Table 4-2
Summary of Results from Analytes Detected in Groundwater Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Tap Water	MCL	Units	Concentration in Sample:				
	Screening			P-4	P-5	P-6	P-8	P-9
	Value			6/12/2008	6/12/2008	6/12/2008	6/12/2008	6/12/2008
Volatile Organics								
1,1,1-Trichloroethane	9,100	200	ug/L	0.5 U	7.9	3.6	0.5 U	0.11 J
1,1,2-trichloro-1,2,2-trifluoroethane	59,000	--	ug/L	0.5 U	6.3 U	1.3 U	0.5 U	0.5 U
1,1,2-Trichloroethane	0.24	5	ug/L	0.5 U	6.3 U	1.3 U	0.5 U	0.5 U
1,1-Dichloroethane	2.4	--	ug/L	0.5 U	6.3 U	0.58 J	0.5 U	0.5 U
1,1-Dichloroethene	340	7	ug/L	0.5 U	21	1.4 J	0.5 U	0.5 U
1,2-Dichloroethane	0.15	5	ug/L	0.5 U	6.3 U	1.3 U	0.5 U	0.5 U
1,2-Dichloropropane	0.39	5	ug/L	0.5 U	6.3 U	1.3 U	1.3	0.5 U
Acetone	22,000	--	ug/L	5 U	87	13 U	5 U	5 U
Benzene	0.41	5	ug/L	0.5 U	6.3 U	1.3 U	0.5 U	0.5 U
Bromoform	8.5	--	ug/L	0.5 U	5.6 J	1.3 U	0.5 U	0.5 U
Carbon Disulfide	1,000	--	ug/L	0.5 U	6.3 U	1.3 U	0.5 U	0.5 U
Carbon Tetrachloride	0.2	5	ug/L	0.5 U	6.3 U	1.3 U	0.5 U	0.5 U
Chloroethane	21,000	--	ug/L	0.5 U	6.3 U	1.3 U	0.5 U	0.5 U
Chloroform	0.19	--	ug/L	0.5 U	6.3 U	0.28 J	0.5 U	0.59
Chloromethane	1.8	--	ug/L	0.5 U	6.3 U	1.3 U	0.5 U	0.5 U
cis-1,2-Dichloroethene	370	70	ug/L	0.5 U	2.2 J	2.6	0.5 UJ	0.5 UJ
Cyclohexane	13,000	--	ug/L	0.5 U	6.3 U	1.3 U	0.5 U	0.5 U
Methyl tert-butyl ether	12	--	ug/L	0.5 U	6.3 U	1.3 U	0.5 U	0.5 U
Tetrachloroethene	0.11	5	ug/L	0.53	61	24	0.41 J	0.76
Toluene	2,300	1,000	ug/L	0.5 U	1.7 J	1.3 U	0.14 J	0.19 J
trans-1,2-Dichloroethene	110	100	ug/L	0.5 U	6.3 U	1.3 U	0.5 UJ	0.5 UJ
Trichloroethene	1.7	5	ug/L	0.25 J	150	24	0.3 J	9.3
Trichlorofluoromethane	1,300	--	ug/L	0.5 UJ	6.3 UJ	1.3 UJ	0.5 UJ	0.5 UJ
Vinyl Chloride	0.016	2	ug/L	0.5 U	6.3 U	1.3 U	0.5 U	0.5 U
Semivolatile Organics								
bis(2-Ethylhexyl)phthalate	4.8	--	ug/L	10 U	10 U	10 U	11 U	10 U
Caprolactam	18,000	--	ug/L	10 U	10 U	10 U	11 U	10 U

Notes:

ug/L - micrograms per liter

MCL = EPA Maximum Contaminant Level

U - not detected

J - estimated

D - diluted sample

Shaded and bolded values exceed the Tap Water

Regional Screening Level (RSL)

Shaded and italicized values exceeded the MCL

Table 4-3
Summary of Results for Analytes Detected in Surface Water Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Tap Water Screening Value	MCL	FSWSV	Units	Concentration in Sample:					
					SW-1 6/26/2007	SW-1 6/3/2008	SW-2 6/26/2007	SW-2 6/3/2008	SW-2-DUP 6/3/2008	SW-3 6/26/2007
Petroleum Products										
Diesel Range Organics (DRO)	--	--	--	--	NA	NA	NA	NA	NA	NA
Gasoline Range Organics (GRO)	--	--	--	--	NA					
Volatile Organics										
Trichloroethene	1.7	5	NS	ug/L	10 U	NA	10 U	NA	NA	10 U
Semivolatile Organics										
Pyrene	1,100	NS	NS	ug/L	NA	11 U	NA	10 U	10 U	NA

Notes:

U - not detected

J - estimated

NA - not analyzed

ug/L - micrograms per liter

MCL - USEPA Maximum Contaminant Level

FSWSV - USEPA Region IV Freshwater Surface Water Screening Value

Bolded and shaded values exceed the Tap Water Regional Screening Level (RSL)

Italicized and shaded values exceed the MCL

NS - no screening value for listed constituent

Table 4-3
Summary of Results for Analytes Detected in Surface Water Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Tap Water Screening Value	MCL	FSWSV	Units	Concentration in Sample:			Concentration in Sample:		
					SW-3 6/3/2008	SW-4 6/26/2007	SW-4 6/3/2008	SW-5 6/26/2007	SW-6 6/26/2007	SW-6-DUP 6/26/2007
Petroleum Products										
Diesel Range Organics (DRO)	--	--	--	--	NA	NA	NA	0.5 U	0.5 U	0.5 U
Gasoline Range Organics (GRO)	--	--	--	--						
Volatile Organics										
Trichloroethene	1.7	5	NS	ug/L	NA	1 J	NA	10 U	10 U	10 U
Semivolatile Organics										
Pyrene	1,100	NS	NS	ug/L	10 U	NA	2 J	10 U	10 U	10 U

Notes:

U - not detected

J - estimated

NA - not analyzed

ug/L - micrograms per liter

MCL - USEPA Maximum Contaminant Level

FSWSV - USEPA Region IV Freshwater Surface Water Screening Value

Bolded and shaded values exceed the Tap Water Regional Screening Level (RSL)

Italicized and shaded values exceed the MCL

NS - no screening value for listed constituent

Table 4-4
Summary of Results for Analytes Detected in Sediment Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Residential Soil Screening Value	Units	Concentration in Sample:				
			SD-1 6/26/2007	SD-1 6/3/2008	SD-2 6/26/2007	SD-2 6/3/2008	SD-3 6/26/2007
Petroleum Products							
None Detected	--	--	NA	NA	NA	NA	NA
Volatile Organics							
Trichloroethene	2,800	ug/kg	8 U	NA	8 U	NA	10
Semivolatile Organics/PAHs							
Benzo(a)anthracene	150	ug/kg	NA	400 U	NA	390 U	NA
Benzo(a)pyrene	15	ug/kg	NA	400 U	NA	390 U	NA
Benzo(b)fluoranthene	150	ug/kg	NA	400 U	NA	390 U	NA
Benzo(g,h,i)perylene	--	ug/kg	NA	400 U	NA	390 U	NA
Benzo(k)fluoranthene	1,500	ug/kg	NA	400 U	NA	390 U	NA
Chrysene	15,000	ug/kg	NA	400 U	NA	390 U	NA
Fluoranthene	2,300,000	ug/kg	NA	400 U	NA	390 U	NA
Indeno(1,2,3-cd)pyrene	150	ug/kg	NA	400 U	NA	390 U	NA
Phenanthrene	--	ug/kg	NA	400 U	NA	390 U	NA
Pyrene	1,700,000	ug/kg	NA	400 U	NA	390 U	NA

Notes:

U - not detected

J - estimated

NA - Not analyzed

**Shaded and bolded values exceed the
Residential Soil Regional Screening Level (RSL)**

ug/kg - micrograms per kilogram

PAHs - Polynuclear Aromatic Hydrocarbons

Table 4-4
Summary of Results for Analytes Detected in Sediment Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Residential Soil Screening Value	Units	Concentration in Sample:					
			SD-3 6/3/2008	SD-4 6/26/2007	SD-4 6/3/2008	SD-5 6/26/2007	SD-6 6/26/2007	SD-6-DUP 6/26/2007
Petroleum Products								
None Detected	--	--	NA	NA	NA	--	--	--
Volatile Organics								
Trichloroethene	2,800	ug/kg	NA	8 U	NA	9 U	11 U	11 U
Semivolatile Organics/PAHs								
Benzo(a)anthracene	150	ug/kg	430 U	NA	410 U	180 J	560 U	610 U
Benzo(a)pyrene	15	ug/kg	430 U	NA	410 U	200 J	560 U	610 U
Benzo(b)fluoranthene	150	ug/kg	430 U	NA	410 U	260 J	560 U	610 U
Benzo(g,h,i)perylene	--	ug/kg	430 U	NA	410 U	130 J	560 U	610 U
Benzo(k)fluoranthene	1,500	ug/kg	430 U	NA	410 U	200 J	560 U	610 U
Chrysene	15,000	ug/kg	430 U	NA	410 U	330 J	560 U	610 U
Fluoranthene	2,300,000	ug/kg	130 J	NA	410 U	570	560 U	610 U
Indeno(1,2,3-cd)pyrene	150	ug/kg	430 U	NA	410 U	160 J	560 U	610 U
Phenanthrene	--	ug/kg	430 U	NA	410 U	270 J	560 U	610 U
Pyrene	1,700,000	ug/kg	110 J	NA	410 U	520	560 U	610 U

Notes:

U - not detected

J - estimated

NA - Not analyzed

Shaded and bolded values exceed the
Residential Soil Regional Screening Level (RSL)

ug/kg - micrograms per kilogram

PAHs - Polynuclear Aromatic Hydrocarbons

Table 4-5
Summary of Results for Analytes Detected in Private Well Samples
Alternate Energy Resources, Augusta, Georgia
RI Report

Analyte	Tap Water Screening Values	MCL	Units	Concentration in Sample:		
				1922 ROZELLA ROAD 10/31/2007	1922 ROZELLA ROAD-DUP 10/31/2007	2374 WHEELER ROAD 10/31/2007
Petroleum Products						
None Detected	--	--	--	--	--	--
Volatile Organics						
1,1,1-Trichloroethane	9,100	200	ug/L	0.91 J	0.77 J	0.5 U
1,1,2-trichloro-1,2,2-trifluoroethane	59,000	--	ug/L	5.7 D	3.2 J	0.5 U
1,1,2-Trichloroethane	0.24	5	ug/L	0.3 J	0.28 J	0.5 U
1,1-Dichloroethane	2.4	--	ug/L	1.2 J	1.2 J	0.5 U
1,1-Dichloroethene	340	7	ug/L	15 D	12 D	0.5 U
1,2-Dichloroethane	0.15	5	ug/L	0.5 U	0.13 J	0.5 U
Benzene	0.41	5	ug/L	0.15 J	0.13 J	0.5 U
Chloroform	0.19	--	ug/L	0.73 J	0.75 J	0.5 U
cis-1,2-Dichloroethene	370	70	ug/L	31 D	31 D	0.5 U
Methyl tert-butyl ether	12	--	ug/L	0.46 J	0.49 J	0.5 U
Tetrachloroethene	0.11	5	ug/L	26 D	22 J	0.5 U
Trichloroethene	1.7	5	ug/L	130 D	120 D	0.5 U
Semivolatile Organics						
None Detected	--	--	--	--	--	--

Notes:

ug/L - micrograms per liter

MCL = EPA Maximum Contaminant Level

U - not detected

J - estimated

D - diluted sample

**Shaded and bolded values exceed the Tap Water
Regional Screening Level (RSL)**

Shaded and italicized values exceeded the MCL

APPENDIX B

GA DNR CONCURRENCE

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APPENDIX C

ADMINISTRATIVE RECORD INDEX

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**Administrative Record Index
for the
ALTERNATE ENERGY RESOURCES INC NPL Site**

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1.0 PRE-REMEDIAL

1.8 Preliminary Assessment Documents

1. "Preliminary Assessment / Site Inspection Report, Alternate Energy Resources, Inc.," Georgia Environmental Protection Division. (August 2004)

3.0 REMEDIAL INVESTIGATION (RI)

3.4 Work Plans and Progress Reports

1. "Remedial Investigation/Feasibility Study Work Plan, Alternate Energy Resources Site, Augusta, Georgia," Blasland, Bouck & Lee, Inc. Includes the Sampling and Analysis Plan and the Health and Safety Plan. (April 2007)

3.10 Remedial Investigation (RI) Reports

1. "Remedial Investigation Report (Revision 1.1), Alternate Energy Resources Site, Augusta, Georgia," ARCADIS. Includes the Baseline Human Health Risk Assessment and the Screening-Level Ecological Risk Assessment. (November 11, 2008)

3.11 Health Assessments

1. Cross Reference: "Baseline Human Health Risk Assessment (Revision 1.1), Alternate Energy Resources Site, Augusta, Georgia," ARCADIS. (November 2008) [Filed and cited as Appendix D - Baseline Human Health Risk Assessment to entry number 1 in 3.10 REMEDIAL INVESTIGATION (RI) - Remedial Investigation (RI) Reports].

3.12 Endangerment Assessments

1. Cross Reference: "Screening-Level Ecological Risk Assessment (Revision 1.1), Alternate Energy Resources Site, Augusta, Georgia," ARCADIS. (November 2008) [Filed and cited as Appendix E - Screening-Level Ecological Risk Assessment to entry number 1 in 3.10 REMEDIAL INVESTIGATION (RI) - Remedial Investigation (RI) Reports].

4.0 FEASIBILITY STUDY (FS)

4.9 Feasibility Study (FS) Reports

1. Letter from Steve Emmons, Risk Transfer Services to Giezelle Bennett, USEPA. Transmitting response to USEPA's comments to the Feasibility Study Report Revision 2. (January 15, 2010)
2. Letter from Amy Callaway, Black and Veatch to Giezelle Bennett, USEPA. Regarding review of Arcadis and Risk Transfer's March 3, 2010 response to FS comments. (March 09, 2010)
3. "Feasibility Study Report (Revision 3), Alternate Energy Resources Site, Augusta, Georgia," ARCADIS. (March 29, 2010)

4.10 Proposed Plans for Selected Remedial Action

1. "Superfund Proposed Plan Fact Sheet, Alternate Energy Resources (AER), Augusta, Georgia," EPA Region 4. (June 2010)

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**Administrative Record Index
for the
ALTERNATE ENERGY RESOURCES INC NPL Site**

10.0 ENFORCEMENT

10.11 EPA Administrative Orders

1. Administrative Settlement Agreement and Order on Consent for Remedial Investigation/Feasibility Study, In the Matter of Alternative Energy Resources, Multiple Respondents, Docket No. CERCLA-04-2007-3750. (October 16, 2006)

11.0 POTENTIALLY RESPONSIBLE PARTIES (PRP)

11.9 PRP-Specific Correspondence

1. General Notice Letters from Don Rigger, EPA Region 4 to Addressees. Providing notice of a documented release and possible future actions. (March 20, 2006)
2. Special Notice Letters from Don Rigger, EPA Region 4 to Addressees. Providing notification of potential responsibility for the site cleanup. (June 01, 2006)
3. Letter from Franklin Hill, EPA Region 4 to John Metts, Alternate Energy Resources, Inc. General notice letter and notice to perfect lien. (August 24, 2007)

13.0 COMMUNITY RELATIONS

13.9 Fact Sheets

1. "Superfund Fact Sheet, Alternate Energy Resources, Augusta, Richmond County, Georgia," EPA Region 4. (March 2007)
2. "Superfund Fact Sheet - Alternate Energy Resources (AER) Site, Augusta, Richmond County, Georgia," EPA Region 4. (January 2009)

APPENDIX H

APPENDIX H

STATEMENT OF WORK FOR THE REMEDIAL DESIGN AND REMEDIAL ACTION AT THE ALTERNATE ENERGY RESOURCES SUPERFUND SITE, AUGUSTA, RICHMOND COUNTY, GEORGIA

I. INTRODUCTION

This Statement of Work (SOW) outlines the work to be performed by Settling Performing Defendants for the remedy at the Alternate Energy Resources (AER) Superfund Site in Augusta, Richmond County, Georgia (Site). The work outlined is intended to fully implement the remedy as described in the Record of Decision (ROD) for the Site, dated September 27, 2010, and to achieve Performance Standards. The requirements of this SOW will be further detailed in work plans, documents, and deliverables that the Settling Performing Defendants will submit to the United States Environmental Protection Agency (EPA) and Georgia Environmental Protection Division (GA EPD) for review and comment, and to EPA for approval, as set forth in the XI of the Consent Decree and this SOW. The requirements of this SOW also include compliance with all reporting requirement specified in Section X of the Consent Decree. It is not the intent of this document to provide task-specific engineering or geological guidance. The definitions set forth in Section IV of the Consent Decree will also apply to this SOW unless expressly provided otherwise herein.

Settling Performing Defendants are responsible for performing the Work to implement the selected remedy. EPA will conduct oversight of the Settling Performing Defendants' activities throughout the performance of the Work.

EPA's review or approval of a task or deliverable will not be construed as a guarantee as to the adequacy of such task or deliverable. If EPA modifies a deliverable pursuant to Section XI of the Consent Decree, such deliverable, as modified, will be deemed approved by EPA for purposes of this SOW. A summary of the major deliverables that Settling Performing Defendants will submit pursuant to this SOW is attached as Exhibit 1.

II. OVERVIEW OF THE REMEDY

The Remedial Action Objectives (RAOs) are to:

- Prevent migration of contaminants from vadose zone soils that result in groundwater concentrations above levels that allow for beneficial use;
- Prevent potential human exposure (dermal contact, ingestion, and inhalation) to groundwater with contaminants that pose an unacceptable risk and do not allow for beneficial use of the groundwater; and
- Restore groundwater to meet drinking water standards.

III. REMEDY

The remedy includes: (1) the demolition of buildings; (2) sampling and studies of soil on and beyond the AER Property boundary; (3) in-situ thermal desorption (ISTD), in-situ stabilization (ISS), and in-situ chemical oxidation (ISCO) of contaminants in soils; (4) enhanced reductive dechlorination in groundwater and monitoring; and (5) implementation of institutional controls.

A. COMPONENTS

The major components of the remedy are described in Section 12.0, "Selected Remedy" of the ROD, attached as Appendix A to the Consent Decree.

B. TREATMENT

The treatment technologies for the remedy are described in Section 12.0, "Selected Remedy" of the ROD.

C. PERFORMANCE STANDARDS

Settling Performing Defendants shall meet all Performance Standards, as defined in the Consent Decree.

D. COMPLIANCE TESTING

Settling Performing Defendants shall perform compliance testing to ensure that all Performance Standards are met. Compliance testing shall be performed in accordance with the Performance Standards Verification Plan developed pursuant to Task V of the SOW.

IV. PLANNING AND DELIVERABLES

The specific scope of the Work to be performed will be documented by Settling Performing Defendants in the Remedial Design (RD) Work Plans, the Remedial Action (RA) Work Plans, and the specifications, submittals, and other deliverables set forth in this SOW and the Consent Decree. Settling Performing Defendants will submit a technical memorandum documenting any need for additional data along with the proposed Data Quality Objectives (DQOs) whenever such requirements are identified. Settling Performing Defendants are responsible for fulfilling additional data and analysis needs identified by EPA during the RD/RA process consistent with the general scope and objectives of the Consent Decree, including the ROD and this SOW.

Settling Performing Defendants will perform the following tasks:

A. TASK I - PROJECT PLANNING

1. SITE BACKGROUND

Settling Performing Defendants will gather and evaluate the existing information regarding the Site and conduct a visit to the Site to assist in planning the RD/RA as follows:

a. Within twenty (20) days after EPA's authorization to proceed pursuant to Paragraph 9 of the Consent Decree, the Settling Performing Defendants will review and compile all existing Site data into a Data Summary Table and submit the information to EPA and GA EPD. Specifically, this will include the ROD, Remedial Investigation and Feasibility Study (RI/FS), and other available data related to the Site. This information will be utilized in determining additional data needed for RD/RA implementation. Final decisions on the necessary data and DQOs will be made by EPA.

b. Settling Performing Defendants will conduct a visit to the Site during the project planning phase to assist in developing a conceptual understanding of the RD/RA requirements for the Site. Information gathered during this visit will be utilized to plan the project and to determine the extent of the additional data necessary to implement the RD/RA.

c. Within ten (10) days of the submission of the Data Summary Table, Settling Performing Defendants shall hold a Data Summary Meeting with EPA and GA EPD to begin project planning before proceeding with Task II.

B. TASK II - REMEDIAL DESIGN FOR SOILS

The RDs will provide the technical details for implementation of the RA for the Soil and for the Groundwater in accordance with currently accepted environmental protection technologies and standard professional engineering and construction practices.

Settling Performing Defendants shall provide a trailer or dedicated space in an existing trailer will be provided for use by EPA and its representatives during the phases of the RD and the RA. The trailer or space will have a functioning HVAC system, restroom facilities, telephone, and internet access.

Components of the Soil RD and deliverables are as follows:

1. SOIL REMEDIAL DESIGN WORK PLAN

a. Within fifteen (15) days of the Data Summary Meeting, Settling Performing Defendants will submit an RD Work Plan for the Soil Remediation (Soil RD Work Plan) for review and comment by EPA and GA EPD, and approval by EPA. The Soil RD Work Plan will include, but not be limited to, the following information and items:

- a statement of the problem(s) and potential problem(s) posed by the Site and the objectives of the RD/RA;

- a brief description of the Site, including the geographic location and physiographic, hydrologic, demographic, ecological, geological, and natural resource features;
- a brief synopsis of the history of the Site, including a summary of past disposal practices and a description of previous responses that have been conducted by local, state, federal or private parties;
- a detailed description of activities to be undertaken in connection with any investigations necessary for the design and implementation of the Soil RA specified in the ROD. The detailed descriptions will contain a statement of purpose and objectives of the Pre-Design investigation, identification of the specific activities necessary to complete the investigation, and a detailed schedule for performance of the investigation;
- a list of other tasks and deliverables that shall be produced at the Soil Remediation Conceptual (30%) Design and the steps that will be taken to produce such work, including:
 - a monitoring plan that will be performed during implementation of ISTD, ISS, and ISCO treatment;
 - a comprehensive plan to develop criteria to evaluate the performance of the ISTD, ISS, and ISCO treatment during and after implementation;
 - an ISCO/ISS treatability study and/or pilot studies needed to optimize performance of the selected secondary source;
 - a plan to evaluate and confirm the design specifications needed to determine vapor treatment equipment sizing and to evaluate the potential for equipment corrosion;
 - a plan that identifies measures to minimize the potential for vapor releases and identifies safety measures to be used during implementation of in-situ thermal treatment and in-situ chemical oxidation and stabilization;
 - a post-remediation confirmation sampling plan after completion of the remedial treatments for testing the soils within the treatment zones to ensure that material exceeding soil cleanup levels has been remediated or stabilized;
 - a plan evaluating the vapor treatment needs and options, including bench scale testing, if determined by EPA to be necessary;

- a detailed description of the activities to be undertaken in delineating the extent of all soil contamination above the remedial goals (RGs) on and beyond the boundary of the AER Property;
- identification of any permits required for construction and operation of the remediation system;
- an outline for the contents of the soil Construction Quality Assurance Plan;
- a list of any other plans or tasks that EPA or Settling Performing Defendants identify that need to be performed and other deliverables that will be produced as part of the Soil RD Work Plan;
- a schedule with specific dates for completion of each task or submission of each deliverable required as part of the Soil RD Work Plan; and
- submission of monthly reports, required by the Consent Decree.

2. SAMPLING AND ANALYSIS PLAN

Within fifteen (15) days of the Data Summary Meeting, the Settling Performing Defendants will submit the Sampling and Analysis Plan (SAP) for review and comment by EPA and GA EPD, and approval by EPA. Settling Performing Defendants shall prepare a SAP to ensure that sample collection and analytical activities are conducted in accordance with technically acceptable protocols and that the data generated will meet the DQOs established.

a. The SAP will include, but not be limited to, the following items: (i) a Field Sampling Plan (FSP) that provides guidance for fieldwork by defining in detail the sampling and data-gathering methods to be used on the project; (ii) a Quality Assurance Project Plan (QAPP) that describes the policy, organization, functional activities, and the quality assurance and quality control protocols necessary to achieve the DQOs dictated by the intended use of the data; and (iii) a plan for submitting all sampling data in Region 4's Electronic Data Deliverables format (See www.epa.gov/region4/waste/sf/edd/edd.html). These three plans shall be submitted as a single deliverable, although they may be bound separately to facilitate use of the FSP in the field.

b. The FSP and the QAPP, which are components of the SAP, are further described below:

i. Field Sampling Plan

The FSP shall define in detail the sampling and data-gathering methods that shall be used on the project. It shall include sampling objectives, sample location (horizontal and vertical) and frequency, sampling equipment and procedures, and sample handling and analysis.

The objective of the FSP is to provide EPA and all parties involved with the collection and use of field data with a common written understanding of field sampling work. The FSP should be written so that a field sampling team unfamiliar with the Site will be able to gather the samples and field information required. Guidance for the selection of field methods, sampling procedures, and custody can be acquired from the Compendium of Superfund Field Operations Methods (OSWER Directive 9355.0-14, EPA/5401P-87/001), December 1987, which is a compilation of demonstrated field techniques that have been used during remedial response activities at hazardous waste sites. The FSP will be Site-specific and will include, but not be limited to, the following elements:

- Site Background. A description of the Site and surrounding areas and a discussion of known and suspected contaminant sources, probable transport pathways, and other information about the Site. The analysis will also include descriptions of specific data gaps and ways in which sampling is designed to fill those gaps. Including this discussion in the FSP will help orient the sampling team in the field;
- Sampling Objectives. Specific objectives of sampling effort that describe the intended uses of data will be clearly and succinctly stated;
- Sampling Location and Frequency. This section of the FSP identifies each matrix to be collected and the constituents to be analyzed. Tables will be used to clearly identify the number of samples, the type of sample (water, soil, etc.), and the number of quality control samples (duplicates, trip blanks, equipment blanks, etc.). Figures will be included to show the locations of existing and/or proposed sample points;
- Sample Designation. A sample numbering system will be established for the project. The sample designation should include the sample or well number, the sample round, the sample matrix (e.g., surface soil, ground water, soil boring), and the name of the Site;
- Sampling Equipment and Procedures. Sampling procedures will be clearly written. Step-by-step instructions for each type of sampling that are necessary to enable the field team to gather data that will meet the DQOs. A list should include the equipment to be used and the material composition (e.g., Teflon, stainless steel) of equipment along with decontamination procedures; and

- Sampling Handling and Analysis. A table will be included that identifies sample preservation methods, types of sampling jars, shipping requirements, and holding times. Examples of paperwork such as traffic reports, chain-of-custody forms, packing slips, and sample tags filled out for each sample as well as instructions for filling out the paperwork will be included. Field documentation methods including field notebooks and photographs will be described.

ii. Quality Assurance Project Plan

The QAPP shall describe the project objectives, policies, organizations, functional activities, and specific quality assurance/quality control (QA/QC) activities designed to achieve the DQOs of the RD/RA. The DQOs shall, at a minimum, reflect use of analytical methods for obtaining data of sufficient quality to meet National Contingency Plan requirements as identified at 300.435(b). The QAPP developed for this project will document quality control and quality assurance policies, procedure, routines, and specifications.

Project activities throughout the RD/RA will comply with the QAPP. QAPP sampling and analysis objectives and procedures will be consistent with EPA Requirements QAPP for Environmental Data Operations ("EPA QA/R-5") and appropriate EPA handbooks, manuals, and guidelines and consistent with Region 4 Environmental Compliance Branch Operating Procedures and Quality Assurance Manual and all other guidance set forth in Section VIII of the Consent Decree, and as determined by EPA.

All the QAPP elements identified in EPA QA/R-5 and EPA QA/G-5 will be addressed. If a particular element is not relevant to a project and, therefore, excluded from the QAPP, specific and detailed reasons for exclusion will be provided.

Information in a plan other than the QAPP may be cross-referenced clearly in the QAPP provided that the objectives, procedures, and rationales in the documents are consistent, and the reference material fulfills requirements of EPA QA/R-5. Examples of how this cross-reference might be accomplished can be found in the Guidance on Systematic Planning using the Data Quality Objectives Process and Data Quality Objectives Decision Error Feasibility Trials (DEFT) Software User's Guide. EPA-approved references, or equivalent, or alternative methods approved by EPA will be used, and their corresponding EPA-approved guidelines should be applied when they are available and applicable.

The QAPP shall incorporate, but not be limited to, the following procedures:

Laboratory Quality Assurance/Quality Control (QA/QC) Procedures

The QA/QC procedures and standard operating procedures (SOPs) for any laboratory (both fixed and mobile) used during the RD/RA will be included in the Settling Performing Defendants' QAPP. Prior to the use of any laboratory, the Settling Performing Defendants will demonstrate, to EPA's satisfaction, that each laboratory they may use is qualified to conduct the proposed laboratory work. The proposed laboratory's use of methods and analytical protocols for the contaminants of concern in the media of interest within detection and quantification limits will be consistent with both QA/QC procedures and DQOs approved in the QAPP for the Site by EPA. The proposed laboratory must have and follow an approved QA program. If a laboratory that does not participate in the Contract Laboratory Program (CLP) is proposed, methods consistent with CLP methods that would be used at this Site for the purposes proposed, and QA/QC procedures approved by EPA, will be used. The Settling Performing Defendants will use only laboratories that have a documented QA Program that is consistent with ANSI/ASQC E4, Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs (American National Standard, January 5, 1995), and EPA Requirements for Quality Management Plans, or equivalent documentation, as determined by EPA.

When this work is performed by a contractor to a private party, each laboratory performing chemical analyses will meet the following requirements: (a) be approved by the State Laboratory Evaluation Program, if applicable; (b) have successful performance in one of EPA's National Proficiency Sample Programs (i.e., Water Supply or Water Pollution Studies or the State's proficiency sampling program); (c) be familiar with the requirements of 48 C.F.R. Part 1546 contract requirements for quality assurance; and (d) have a QAPP for the laboratory, including all relevant analysis. This plan will be referenced as part of the contractor's QAPP.

Settling Performing Defendants shall demonstrate in advance and to EPA's satisfaction that each laboratory it may use is qualified to conduct the proposed work and meets the requirements specified in Section VIII of the consent Decree. EPA may require that Settling Performing Defendants submit detailed information to demonstrate that the laboratory is qualified to conduct the work, including information on personnel qualifications, equipment and material specification, and laboratory analyses of performance samples (blank and/or spike samples).

Data Validation Procedures

The Settling Performing Defendants will certify that a representative portion of the data has been validated by a person independent of the laboratory. Approved validation methods will be contained in the QAPP. The independent validator will not be the laboratory conducting the analysis and should be a person with a working knowledge of, or prior experience with, EPA data validation procedures. The independent validator will certify that the data have been validated, discrepancies have been resolved to the maximum extent possible, and the appropriate qualifiers have been provided.

Data Package Requirements

The Settling Performing Defendants will require and keep the complete data package, and make it available to EPA on request to allow EPA to conduct an independent validation of the data. The complete data package will consist of all results, all raw data, and all relevant QA/QC information. The forms contained in the data validation functional guidelines will be utilized to report the data when applicable. Raw data includes the associated chromatograms and the instrument printouts with area and height peak results. The peaks in all standards and samples will be labeled. The concentration of all standards analyzed with the amount injected will be included. All laboratory tracking information will also be included in the data package.

Analytical samples will be tested using published USEPA methods, including SW-846 methods, CLP statement of work, Standard Methods (American Public Health Association), USEPA Methods for Chemical Analysis of Water or Waste Water, USEPA Clean Water Act Methods, USEPA Drinking Water Methods, and/or other appropriate

USEPA published methods. To the extent EPA determines that published methods are not sufficient or available to address specific Site conditions (i.e., complex chemical matrix or need for lower detection limits), the Settling Performing Defendants will propose modifications to existing methods, or alternative methods, for approval by EPA.

Whether or not a CLP laboratory is used to analyze data, all deliverables required under the CLP statement of work will be provided. An example CLP-like set of data package deliverables is as follows:

- a summary of positive results and detection limits of non-detects with all raw data;
- tabulated surrogate recoveries and QC limits from appropriate methods and all validation and sample raw data;
- tabulated matrix spike/matrix spike duplicate recoveries, relative percent differences, spike concentrations, and QC limits from appropriate methods and all validation and sample raw data;
- associated blanks (trip, equipment, and method with accompanying raw data for tests);
- tabulated initial and continuing calibration results (concentrations, calibration factors or relative response factors and mean relative response factors, percent differences and percent relative standard deviations) with accompanying raw data;
- tabulated retention time windows for each column;
- a record of the daily analytical scheme (run logbook, instrument logbook), which includes samples and standards order of analysis;
- the chain of custody for the sample shipment groups;

- a narrative summary of method and any problems encountered during extraction or analysis;
- tabulated sample weights, volumes, and percent solids used in each sample calculation;
- example calculation for positive values and detection limits; and
- validation data for all tests.

The forms contained in Chapter 1 of SW-846 or the CLP statement of work forms will be utilized to report the data when applicable. Raw data includes the associated chromatograms and the instrument printouts with area and height peak results. The peaks in all standards and samples will be labeled. The concentration of all standards analyzed with the amount injected will be included. Customized data reporting forms for sample results and QC results may be provided in deliverable packages provided they contain the information listed above. A reduced deliverable package may be designated for some samples when no data validation is scheduled and DQOs of the sample collection task do not include contamination and risk evaluation. This may include waste samples tested for disposal decisions or other testing not directly impacting RD decisions. All laboratory sample tracking information will be included in the data package.

d. The overall objectives of the SAP are as follows:

- to document specific objectives, procedures, and rationales for fieldwork and sample analytical work;
- to provide a mechanism for planning and approving Site and laboratory activities;
- to ensure that sampling and analysis activities are necessary and sufficient and are representative of the heterogeneities at the site; and
- to provide a common point of reference for all parties to ensure the comparability and compatibility of objectives and the sampling and analysis activities.

e. The SAP will document field and sampling and analysis objectives as noted above, as well as DQOs and specific procedures/protocols for field sampling and

analysis, all of which shall be set forth by the Site Management Plan discussed below. The following critical elements of the SAP will be described for each sample medium (e.g., soil and ground water) and for each sampling event:

- sampling objectives;
- DQOs, including data uses and the rationale for the selection of analytical levels and detection limits;
- Site background update, including an evaluation of the validity, sufficiency, and sensitivity of existing data;
- sampling locations and rationale;
- sampling procedures and rationale and references;
- numbers of samples and justification;
- numbers of field blanks, trip blanks, and duplicates;
- sample media (e.g., soil or ground water);
- sample equipment, containers, minimum sample quantities, sample preservation techniques, and maximum holding times;
- instrumentation and procedures for the calibration and use of portable air, soil, or water-monitoring equipment to be used in the field;
- chemical and physical parameters in the analysis of each sample;
- chain-of-custody procedures must be clearly stated (See EPA NEIC Policies and Procedures Manual, EPA 330/9-78 001-R) May 1978, revised May 1986;
- procedures to eliminate cross-contamination of samples (such as dedicated equipment);
- sample types, including collection methods, and whether field and laboratory analyses will be conducted;
- laboratory analytical procedures, equipment, and detection limits;
- equipment decontamination procedures;
- consistency with the other parts of the Work Plans by having identical objectives, procedures, and justification, or by cross-reference;
- for any limited field investigation (field screening technique), provisions for the collection and laboratory analysis of parallel samples and for the quantitative

correlation analysis in which screening results are compared with laboratory results; and

- any other documentation or tasks identified by EPA.

f. The SAP must be the framework of anticipated field activities (e.g., sampling objectives, evaluation of existing data, standard operating procedures) and contain specific information on each round of field sampling and analysis work (e.g., sampling locations and rationale, sample numbers and rationale, analyses of samples). During the RD/RA, the SAP will be revised, as necessary, in consultation with EPA, to cover each round of field or laboratory activities. Revisions or a statement regarding the need for revisions will be included in each deliverable describing new field work for review and comment by EPA and GA EPD, and approval by EPA.

g. The SAP will allow for notifying EPA, at a minimum, 28 days before field sampling or monitoring activities commence, or as otherwise approved by EPA. The SAP will also allow split, replicate, or duplicate samples to be taken by EPA, GA EPD, and by other parties approved by EPA. Several references will be used to develop the SAP, which include, but are not limited to, Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA (OSWER Directive 9355.3-01, EPA/540/G-89/004), October 1988; Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (EPA Pub.SW-846), Third Edition, and subsequent updates or revisions; and EPA Requirements for Quality Assurance Project Plans, EPA QA/R-5 (EPA/240/B01/003), March 2001.

3. HEALTH AND SAFETY PLAN

Within fifteen (15) days of the Data Summary Meeting, the Settling Performing Defendants will submit a Health and Safety Plan (HASP) for review by EPA and GA EPD. The objective of the Site-specific HASP is to establish the procedures, personnel responsibilities and training necessary to protect the health and safety of on-Site personnel during the RD/RA. The plan will provide procedures for routine but potentially hazardous field activities and for unexpected Site emergencies, and will include:

a. The Site-specific health and safety requirements and procedures in the HASP will be updated based on an ongoing assessment of Site conditions, including the most current information on each medium. For each field task during the RD/RA, the HASP will identify, but will not be limited to:

- environmental surveillance measures;
- specifications for protective clothing;
- possible problems and hazards and their solutions;
- the appropriate level of respiratory protection;
- the rationale for selecting that level; and

- criteria, procedures, and mechanisms for upgrading the level of protection and for suspending activity, if necessary.

The HASP will also include the delineation of exclusion areas on a map and in the field. The HASP will describe the on-Site person responsible for implementing the HASP for the Settling Performing Defendants representatives at the Site, protective equipment personnel decontamination procedures, and medical surveillance. OSHA regulations at 40 C.F.R. 1910 and Chapter 9 of the Interim Standard Operating Safety Guide, which describes the routine emergency provisions of a Site-specific health and safety plan, will be the primary reference used by the Settling Performing Defendants in developing and implementing the HASP.

The measures in the HASP will be developed and implemented to be consistent with applicable state and federal occupational health and safety regulations. The HASP will be updated at the request of EPA during the course of the RD/RA and as necessary.

The HASP will include but not be limited to the following: (1) a Contingency Plan that shall incorporate an Air Monitoring Plan; and (2) a Spill Control and Countermeasures Plan.

i. Contingency Plan

The Contingency Plan is to be written for the on-Site construction workers and the local affected population. It will include, but not be limited to, the following items:

- name of person who will be responsible in the event of an emergency incident;
- plan for initial site safety indoctrination and training for all employees;
- name of the person who will give the training and the topics to be covered;
- plan and date for meeting with the local community, including local, state and federal agencies involved in the cleanup, as well as the local emergency squads and the local hospitals;
- a list of the first aid and medical facilities, including location of first aid kits, names of personnel trained in first aid, a clearly marked map with the route to the nearest medical facility, all necessary emergency phone numbers conspicuously posted at the job site (i.e., fire, rescue, local hazardous material teams, National Emergency Response Team, etc.);

- plans for protection of public and visitors to the job site; and
- air monitoring plan.

ii. **Spill Control and Countermeasures Plan**

The Spill Control and Countermeasures Plan will include the following:

- contingency measures for potential spills and discharges from materials handling and/or transportation;
- a description of the methods, means, and facilities required to prevent contamination of soil, water, atmosphere, and uncontaminated structures, equipment, or material by spills or discharges;
- a description of the equipment and personnel necessary to perform emergency measures required to contain any spillage and to remove spilled materials and soils or liquids that become contaminated due to spillage. This collected spill material must be properly disposed of; and
- a description of the equipment and personnel to perform decontamination measures that may be required for previously uncontaminated structures, equipment, or material.

4. **TREATABILITY STUDY WORK PLAN**

Within fifteen (15) days of the Data Summary Meeting, the Settling Performing Defendants will submit a Treatability Study Work Plan (TSWP) for review and comment by EPA and GA EPD, and approval by EPA.

a. Settling Performing Defendants shall prepare a Treatability Study Work Plan (TSWP) for EPA review and approval. The purpose of the Treatability Study is to determine if the particular technology or vendor of this technology is capable of meeting the Performance Standards.

b. The TSWP shall describe the technology to be tested, and test objectives, experimental procedures, treatability conditions to be tested,

measurements of performance, analytical methods, data management and analysis, health and safety, and residual waste management. The DQOs for the treatability study shall be documented as well.

c. A schedule for performing the treatability study shall be included with specific dates for the tasks, including, but not limited to, the procurement of contractors and the completion of sample collection, performance, sample analysis, and report preparation.

d. The TSWP shall describe in detail the treatment process and how the proposed vendor or technology will meet the Performance Standards for the Site. Review and approval by EPA shall mean only that EPA considers the proposed technology, vendor, and study approach appropriate for the remedy selected for the Site.

e. The TSWP shall also address how Settling Performing Defendants propose to meet all discharge requirements for any and all treated material, air, water, and expected effluents. Additionally, the Work Plan shall also explain the proposed final treatment and disposal of all material generated by the proposed treatment system. Any and all permitting requirements shall also be addressed.

5. SITE MANAGEMENT PLAN

a. Within fifteen (15) days of the Data Summary Meeting, the Settling Performing Defendants will submit a Site Management Plan (SMP) for review by EPA and GA EPD, and approval by EPA. The SMP will describe how the Settling Performing Defendants will manage the project to complete the Work consistent with the Consent Decree. As part of the plan, the Settling Performing Defendants will perform certain tasks, which will include, but are not limited to the following:

- provide a map and list of properties, the property owners, and addresses of owners to whose property access may be required;
- clearly indicate the exclusion zone, contamination reduction zone, and clean area for on-Site activities;
- establish necessary procedures and provide sample letters to land owners to arrange field activities and to ensure EPA and GA EPD are apprised of access-related problems and issues;
- provide for the security of government and private property on the Site;
- prevent unauthorized entry to the Site, which might result in exposure of persons to potentially hazardous conditions;
- establish the location of a field office for on-site activities;

- provide contingency and notification plans for potentially hazardous activities associated with the RD/RA;
- provide for monitoring for airborne contaminants that could potentially be released during Site activities; and
- assist EPA, as requested, to prepare an updated Community Relations Plan at the RD stage and prepare an updated Community Relations Plan at the RA stage. Each plan will contain a description of the community relations activities that Settling Performing Defendants will conduct during each phase. At EPA's request, Settling Performing Defendants will assist EPA in preparing and disseminating information to the public regarding the RD or RA work to be performed.

b. The overall objective of the SMP is to provide EPA and GA EPD with a written understanding and commitment of how various project aspects such as access, security, contingency procedures, management responsibilities, waste disposal, and data handling are being managed by the Settling Performing Defendants. Specific objectives and provisions of the SMP will include, but are not limited to, the following tasks:

- communicate to interested parties the organization and management of the RD/RA, including key personnel and their responsibilities;
- provide a list of contractors and subcontractors of the Settling Performing Defendants in the RD/RA and a description of their activities and roles; and provide for the proper disposal of materials used and wastes generated during the RD/RA (e.g., drill cuttings, extracted groundwater, protective clothing, and disposable equipment). These provisions will be consistent with the off-Site disposal requirements from applicable or relevant and appropriate federal and state laws.

6. SOIL REMEDIATION CONCEPTUAL (30%) DESIGN

a. Within thirty (30) days of sample validation completion on samples from the pre-design investigation and soil treatability studies, but no longer than one-hundred eighty (180) days of receiving EPA approval of the Soil RD Work Plan, the Settling Performing Defendants will submit to EPA and GA EPD for review, a Soil Remediation Conceptual (30%) Design (Soil Conceptual Design). The Soil Conceptual Design will consist of certain investigations, plans, and tasks outlined above in Section IV.B.1.a, will include, at a minimum, the following:

- a report setting forth the data gathered during the Pre-Design Investigation will be compiled, summarized, and submitted along with an analysis of the impact of the

results on design activities. In addition, surveys conducted to establish topography, right-of-ways, easements, and utility lines will be documented. Utility requirements and acquisition of access, through easements or other means that are necessary to implement the RA will also be discussed;

- a design criteria report that sets forth in detail the concepts supporting the technical aspects of the design. Specifically, the Design Criteria Report will include the preliminary design assumptions and parameters, including:
 - waste characterization and results of all treatability studies that have been conducted;
 - pretreatment requirements;
 - volume of each media requiring treatment;
 - treatment schemes (including all media and by-products);
 - input/output rates;
 - influent and effluent qualities;
 - materials and equipment;
 - performance Standards; and
 - long-term monitoring requirements.
- an outline of the preliminary plans and specifications of the required drawings, including preliminary sketches and layouts, describing conceptual aspects of the design, unit processes, etc., and calculations. In addition, an outline of the required specifications, including Performance Standards, will be submitted. Construction drawings will reflect organization and clarity and the scope of the technical specifications will be outlined in a manner reflecting the final specifications. In addition, Settling Performing Defendants will provide a Project Delivery Schedule and a Construction Environmental Monitoring Plan;

- a plan for satisfying the permitting requirements to meet the substantive requirements of all applicable federal and state laws and regulations for any portion of the Work conducted entirely on-Site (i.e., within the areal extent of contamination or in very close proximity to the contamination necessary for implementation of the Work). Any off-Site disposal will be in compliance with EPA's rules and regulations, including the policies stated in the Procedure for Planning and Implementing off-Site Response Actions (Federal Register, Volume 50, Number 214), November 5, 1985, pages 45933-45937) and Federal Register, Volume 55, Number 46, March 8, 1990, page 8840, and the National Contingency Plan, Section 300.440. The plan will identify the off-Site disposal/discharge permits that are required, the time required to process the permit applications, and a schedule for submittal of the permit applications;
- a monitoring plan that will be performed during implementation of ISTD, ISS, and ISCO treatment;
- a comprehensive plan to develop criteria to evaluate the performance of the ISTD, ISS, and ISCO treatment during and after implementation;
- a detailed description of the ISCO/ISS treatability study and/or pilot studies needed to optimize performance of the selected secondary source;
- a plan evaluating the vapor treatment needs and options, including bench scale testing, if determined by EPA to be necessary;
- a plan to evaluate and confirm the design specifications needed to determine vapor treatment equipment sizing and to evaluate the potential for equipment corrosion;
- a plan that identifies measures to minimize the potential for vapor releases and identifies safety measures to be used during implementation of in-situ thermal treatment and in-situ chemical oxidation and stabilization;
- a post-remediation confirmation sampling plan after completion of the remedial treatments for testing the soils within the treatment zones to ensure that material

exceeding soil cleanup levels has been remediated or stabilized; and

- any additional submissions identified by EPA, which may include, at EPA's request:
 - Updated outline for the Soil Construction Quality Assurance Plan;
 - Independent Quality Assurance Team;
 - 30% Design Review Meeting;
 - Outline for Soil RA Work Plan for soil on and beyond the AER Property; and
 - Preliminary construction schedule.

7. SOIL REMEDIATION PRE-FINAL (95%) DESIGN

a. Within sixty (60) days of receiving EPA's comments on the Soil Remediation Conceptual (30%) Design, the Settling Performing Defendants will submit to EPA and GA EPD for review, a Soil Remediation Pre-Final Design Package at the 95% design stage (Soil Pre-Final Design), which will include, at a minimum, the following:

- a Pre-Final Basis of Design and Assumptions;
- a Pre-Final set of plans, drawings, sketches, calculations, and technical specifications, noting any changes. The specific plans, drawings, sketches, calculations, and technical specifications will be identified in the RD Work Plan;
- a Pre-Final Soil RA Work Plan for soil on and beyond the AER Property;
- a Pre-Final Construction QAPP that details the approach to quality assurance during construction activities at the Site and specifies a quality assurance official independent of the RD Contractor to conduct a quality assurance program during the construction phase of the project;
- a Pre-Final FSP directed at measuring progress towards meeting Performance Standards;
- a Pre-Final Contingency Plan;
- A Pre-Final Operation and Maintenance Plan that includes detailed procedures and inspection schedules to ensure the safe and effective implementation of the RA;
- a summary of the status of procurements, including a list of pre-qualified RA Contractors and/or subcontractors with a summary of experiences and qualifications from whom the

Settling Performing Defendants may solicit bids to perform the RA work set forth herein;

- an estimate within +15% to -10% of actual construction costs; and
- a date for the 95% Design Review Meeting.

8. SOIL REMEDIATION FINAL (100%) DESIGN

a. Within sixty (60) days of receiving EPA's comments on the Pre-final Design Package, the Settling Performing Defendants will submit to EPA and GA EPD for review, and EPA for approval, the Soil Remediation Final (100%) Design (Soil Final Design). The Soil Final Design will consist of the 100% final design packages and will be considered the Final Soil RA Work Plan. The Final Soil Design will include, but not be limited to, the following:

- a Final Basis of Design and Assumptions;
- a Final set of plans, drawings, sketches, calculations, and technical specifications, noting any changes;
- a Revised Pre-Final Soil RA Work Plan for soil on and beyond the AER Property;
- a Final Construction QAPP;
- a Final FSP;
- a Final Contingency Plan;
- a Final Operation and Maintenance Plan;
- identification of the Pre-Qualified RA Contractors;
- a Constructability Review Report that evaluates the suitability of the project and its components in relation to the Site; and
- a date for the 100% Design Review Meeting.

9. **INSTITUTIONAL CONTROLS IMPLEMENTATION AND ASSURANCE PLAN**

a. Concurrent with the Soil Remediation Pre-Final (95%) Design, Settling Performing Defendants will submit a proposed Institutional Controls Implementation and Assurance Plan (ICIAP). The ICIAP will be a plan to implement the Institutional Controls set forth in the ROD. The ICIAP will include, but not be limited to:

- a description of the areas where human activities should be restricted, including legal descriptions for such areas, sample maps, and a plan for preparing final survey maps (e.g., survey of hazardous waste cap);
- a description of the pathways for potential human exposure to Waste Materials that may remain during and/or after completion of construction of the RA;
- a list of properties where Proprietary Controls are needed;
- a description of the proposed Institutional Controls and their purpose;
- a description of the proposed duration of each Institutional Control and an explanation for such duration;
- a schedule for implementing each Institutional Control;
- a schedule for completing title work;
- draft Proprietary Controls enforceable under state law to implement the proposed land/water use restrictions;
- a description of the authority of each affected property owner to implement each Proprietary Control, including title insurance commitments or other title evidence acceptable to EPA for proposed Proprietary Controls;
- a description of all prior liens and encumbrances existing on any real property that may affect the Proprietary Controls or the protectiveness of the remedy, and a plan for the release or subordination of any such liens and encumbrances (unless EPA waives the release or subordination of such liens or encumbrances);
- a plan for monitoring, maintaining, reporting on, and insuring the continued efficacy of the Institutional Controls and a contingency plan in the event ICs are ineffective; and
- a schedule for annual certifications regarding whether the Institutional Control remain in place, regarding whether the Institutional Controls have been complied with, and regarding enforcement of the Institutional Controls.

The ICIAP will be effective upon EPA's approval and an enforceable requirement of the Consent Decree.

C. TASK III – REMEDIAL ACTION FOR SOILS

Components of the RA for Soils and deliverables are as follows:

1. SOIL REMEDIAL ACTION WORK PLAN

a. Concurrent with the submission of the Soil Remediation Final (100%) Design, the Settling Performing Defendants will submit to EPA and GA EPD for review and comment, and EPA for approval, the Soil RA Work Plan.

b. The Soil RA Work Plan will include, but not be limited to, the following:

i. description of activities necessary to implement the components of the Soil RA, in accordance with the RD, the SOW, the ROD, the Consent Decree, and including but not limited to the following:

- award of project contracts, including agreements with off-site treatment and/or disposal facilities;
- process to obtain permits for construction and operation of the system;
- contractor mobilization/Site preparation, including construction of necessary utility hookups;
- construction, shake-down, and start-up of the in-situ thermal treatment technology and chemical oxidation/stabilization of soils;
- methodology for implementing the Operation and Maintenance Plan;
- methodology for implementing the Contingency Plan;
- tentative formulation of the RA team;
- construction Quality Assurance Plan developed by the RA Contractor and the methodology for implementation;

- procedures for the decontamination of equipment and disposal of contaminated materials;
- demobilization of treatment facilities;
- a Soil RA Implementation Schedule that will identify major milestones for completion of each major component of the Soil RA including meetings, the commencement and completion of construction of each component of the remedy, and for demonstrating consistency with the approved construction plans; and
- a Health and Safety Plan for construction consistent with the requirements of the HASP under Section IV.B.3.

ii. a detailed schedule for the completion of activities identified in Section VI, including the deliverables, and an identification of milestone events in the performance of the RA.

2. SOIL REMEDIAL ACTION IMPLEMENTATION SCHEDULE

Within thirty (30) days after receipt of EPA's approval of the 100% Remedial Design Report and Final Soil RA Work Plan, the Settling Performing Defendants will begin construction and work in accordance with the Soil RA Implementation Schedule in the Final Soil RA Work Plan.

3. PRE-CONSTRUCTION MEETING

a. Within twenty (20) days of receiving EPA's approval of the Final RA Work Plan, the Settling Performing Defendants will hold a Pre-Construction Meeting. The participants will include all parties involved in the Soil RA, including but not limited to the Settling Performing Defendants, and federal, state, and local representatives, EPA, and GA EPD. The goals of the Pre-Construction Meeting are to:

- define the roles, relationships, and responsibilities of all parties;
- review methods for documenting and reporting inspection data;
- review methods for distributing and storing documents and reports;
- review work area security and safety protocols;
- review the Construction Schedule; and

- conduct a site reconnaissance to verify that the design criteria and the plans' specifications are understood and to review material and equipment storage locations.

The Preconstruction Conference must be documented, including names of people in attendance, issues discussed, clarifications made, special instructions issued, etc.

4. MEETINGS DURING CONSTRUCTION

During the construction period, the Settling Performing Defendants and their construction contractor(s) will meet with EPA and GA EPD at a frequency defined in the Soil RA Implementation Schedule regarding the progress and details of construction. If approved by EPA, conference calls may constitute a meeting. If, during the construction of the RA for the Site, conditions warrant modifications of the design, construction, and/or schedules, the Settling Performing Defendants may propose such design or construction or schedule modifications. If approved by EPA, after review and comment by GA EPD, the Settling Performing Defendants may implement the proposed design or construction modifications.

5. PRE-FINAL CONSTRUCTION INSPECTION AND REPORT

Upon preliminary project completion, Settling Performing Defendants will notify EPA and schedule a Pre-Final Construction Inspection. Participants should include the Project Coordinators, Supervising Contractor, Construction Contractor, Natural Resource Trustees and other federal, state, and local agencies with a jurisdictional interest. The Pre-Final Construction Inspection will consist of a walk-through inspection of the entire project site. The objective of the inspection is to determine whether the construction is complete and consistent with the Consent Decree. Any outstanding construction items discovered during the inspection will be identified and noted on a punch list. Additionally, treatment equipment will be operationally tested by Settling Performing Defendants. Settling Performing Defendants will certify that the equipment has performed to effectively meet the purpose and intent of the specifications. Retesting will be completed where deficiencies are revealed. A Pre-Final Construction Inspection Report will be submitted by Settling Performing Defendants, which outlines the outstanding construction items, actions required to resolve the items, completion date for the items, and an anticipated date for the Final Inspection.

6. FINAL CONSTRUCTION AND INSPECTION

Within thirty (30) days after the Settling Performing Defendants conclude that all construction for the soil remedial action has been fully (100% complete) performed, the Settling Performing Defendants will schedule and conduct a Final Construction Inspection for each component. This inspection will include participants from all parties involved in the Pre-Final Construction Inspection, the RA, including but not limited to, the Settling Performing Defendants and their project coordinator, contractors, and representatives and EPA and GA EPD.

If, after the inspection, EPA determines that construction is not complete, EPA will notify the Settling Performing Defendants of the deficiencies and a schedule for addressing deficiencies. In that instance, the Settling Performing Defendants will schedule and conduct

additional construction inspections, as necessary; otherwise, EPA will provide written notice that there are no outstanding deficiencies.

7. FINAL SOIL REMEDIATION CONSTRUCTION COMPLETION REPORT

Within ninety (90) days of the Final Construction Inspection, the Settling Performing Defendants will submit a Final Soil Remediation Construction Completion Report to EPA and GA EPD for review, and EPA for approval. The report will include, at a minimum, the following documentation:

- tabulation of analytical data collected during the course of the RD and RA construction activities, including, but not limited, to QA/QC documentation of these results and presentation of these results in appropriate figures;
- a description, with appropriate photographs, maps and tables of the disposition of the Site;
- an evaluation regarding compliance with all Applicable or Relevant and Appropriate Requirements (ARARs) and Performance Standards, a description of actions to be taken, and a schedule of future actions to be taken to comply with all ARARs and to achieve all Performance Standards;
- a summary of O&M activities to be implemented for that component of the remedy;
- a summary of Site conditions and chronology of remedial activities and events;
- a chronological summary of construction activities and procedures actually undertaken and materials and equipment used, and the results of environmental monitoring conducted during construction;
- an explanation of modifications made during the RA to the original RD and RA Work Plans and why these changes were made;
- as-built drawings; and
- a synopsis of the construction work defined in the SOW and certification that the construction work has been completed.

D. TASK IV – REMEDIAL DESIGN FOR GROUNDWATER

Components of the Groundwater RD and deliverables are as follows:

1. GROUNDWATER REMEDIAL DESIGN WORK PLAN

Within fifteen (15) days of the Data Summary Meeting, the Settling Performing Defendants will submit a Groundwater RD Work Plan to EPA and GA EPD for review, and to EPA for approval, that will include any investigations necessary for developing the design for remediation of the groundwater in and beyond the AER Property boundary.

a. The Groundwater RD Work Plan will include, but not be limited to, the following:

- a detailed description of activities to be undertaken in connection with the design and implementation of the RA for the in and beyond the AER Property boundary groundwater.
- a detailed description will contain a statement of purpose and objectives of RA, identification of the specific activities necessary to complete the RA.
- a detailed schedule for performance of the remediation, and a detailed descriptions of the planned groundwater sampling program to delineate the extent of the dissolved Chemicals of Concern (COCs) concentrations in and beyond the AER Property boundary groundwater (See Figure 1). The identified groundwater remediation zone will be treated through implementation of an in-situ enhanced reductive dechlorination injection system.
- a Groundwater Pilot Test Work Plan containing a detailed description of the planned injection well and monitoring well installations and test procedures and evaluation methods required to design and implement a full-scale injection system for the groundwater in and beyond the AER Property boundary.
- a description of other tasks and deliverables required to complete the RD and implement the RA including:
 - i. a Performance Verification Plan, based upon the SAP, to provide a mechanism to ensure that both short-term and long-term Performance Standards for the RA are met. This will include, but not be limited to, quarterly, semi-annual, and annual

groundwater monitoring, followed by Monitored Natural Attenuation, as stated in the ROD, to achieve Performance Standards.

- ii. An Operation and Maintenance Plan that includes detailed procedures and inspection schedules to ensure the safe and effective implementation of the RA.
- an Implementation Schedule that identifies major milestones for completion of each major component of the Groundwater RD.

2. SAMPLING AND ANALYSIS PLAN

Settling Performing Defendants will submit the groundwater remediation SAP, including but not limited to the FSP, the QAPP, and the Electronic Data Deliverables Plan, concurrently when submitting the soil remediation SAP described above in Section IV.B.2 and in accordance with the timeframes identified in that section. The groundwater remediation SAP will contain the same components as described above for the soil remediation SAP. The groundwater remediation SAP and the soil remediation SAP shall be combined together and submitted as one document.

3. HEALTH AND SAFETY PLAN

Settling Performing Defendants will submit the groundwater remediation HASP concurrently when submitting the soil remediation HASP described above in Section IV.B.3 and in accordance with the timeframes identified in that section. The groundwater remediation HASP will contain the same components as described above for the soil remediation HASP. The groundwater remediation HASP and the soil remediation HASP shall be combined together and submitted as one document.

4. GROUNDWATER REMEDIATION CONCEPTUAL (30%) DESIGN

a. Within one-hundred eighty (180) days of receiving EPA approval of the Groundwater RD Work Plan, the Settling Performing Defendants will submit to EPA and GA EPD for review, a Groundwater Remediation Conceptual (30%) Design (Groundwater Conceptual Design). The Groundwater Conceptual Design will consist of certain investigations, plans, and tasks outlined above in Section IV.D.1.a, will include, at a minimum, the following:

- a report setting forth the data gathered during the project planning phase will be compiled, summarized, and submitted along with an analysis of the impact of the results on design activities. In addition, surveys conducted to establish topography, right-of-ways, easements, and utility lines will be documented. Utility requirements and acquisition of access, through easements or other means

that are necessary to implement the RA will also be discussed;

- a design criteria report that sets forth in detail the concepts supporting the technical aspects of the design. Specifically, the Design Criteria Report will include the preliminary design assumptions and parameters, including:
 - waste characterization and preliminary results of all pilot studies that have been conducted;
 - pretreatment requirements;
 - volume of each media requiring treatment;
 - treatment schemes (including all media and by-products);
 - input/output rates;
 - influent and effluent qualities;
 - materials and equipment;
 - Performance Standards; and
 - long-term monitoring requirements.
- an outline of the preliminary plans and specifications of the required drawings, including preliminary sketches and layouts, describing conceptual aspects of the design, unit processes, etc., and calculations. In addition, an outline of the required specifications, including Performance Standards, will be submitted. Construction drawings will reflect organization and clarity and the scope of the technical specifications will be outlined in a manner reflecting the final specifications. In addition, Settling Performing Defendants will provide a Project Delivery Schedule and a Construction Environmental Monitoring Plan;
- a plan for satisfying the permitting requirements to meet the substantive requirements of all applicable federal and state laws and regulations for any portion of the Work conducted entirely on-Site (i.e., within the areal extent of

contamination or in very close proximity to the contamination necessary for implementation of the Work). Any off-Site disposal will be in compliance with EPA's rules and regulations, including the policies stated in the Procedure for Planning and Implementing off-Site Response Actions (Federal Register, Volume 50, Number 214), November 5, 1985, pages 45933-45937) and Federal Register, Volume 55, Number 46, March 8, 1990, page 8840, and the National Contingency Plan, Section 300.440. The plan will identify the off-Site disposal/discharge permits that are required, the time required to process the permit applications, and a schedule for submittal of the permit applications; and

- a Performance Verification Plan, based upon the SAP, to provide a mechanism to ensure that both short-term and long-term Performance Standards for the RA are met. This will include, but not be limited to, quarterly, semi-annual, and annual groundwater monitoring, followed by Monitored Natural Attenuation, as stated in the ROD, to achieve Performance Standards.
- an Operation and Maintenance Plan that includes detailed procedures and inspection schedules to ensure the safe and effective implementation of the RA.
- any additional submissions identified by EPA, which may include, at EPA's request:
 - Updated outline for the Groundwater Construction Quality Assurance Plan;
 - Independent Quality Assurance Team;
 - 30% Design Review Meeting;
 - Outline for Remedial RA Work Plan for groundwater on and beyond the AER Property; and
 - Preliminary construction schedule.

5. GROUNDWATER REMEDIATION PRE-FINAL (95%) DESIGN

a. Within sixty (60) days of receiving EPA's comments on the Groundwater Remediation Conceptual (30%) Design, the Settling Performing Defendants will submit to EPA and GA EPD for review, a Groundwater Remediation Pre-Final Design Package at the 95% design stage (Groundwater Pre-Final Design), which will include, at a minimum, the following:

- a Pre-Final Basis of Design and Assumptions;
- a Pre-Final set of plans, drawings, sketches, calculations, and technical specifications, noting any changes. The specific plans, drawings, sketches, calculations, and technical specifications will be identified in the RD Work Plan;
- a Pre-Final Groundwater RA Work Plan for soil on and beyond the AER Property;
- a Pre-Final Construction QAPP that details the approach to quality assurance during construction activities at the Site and specifies a quality assurance official independent of the RD Contractor to conduct a quality assurance program during the construction phase of the project;
- a Pre-Final FSP directed at measuring progress towards meeting Performance Standards;
- a Pre-Final Contingency Plan;
- A Pre-Final Operation and Maintenance Plan that includes detailed procedures and inspection schedules to ensure the safe and effective implementation of the RA;
- a summary of the status of procurements, including a list of pre-qualified RA Contractors and/or subcontractors with a summary of experiences and qualifications from whom the Settling Performing Defendants may solicit bids to perform the RA work set forth herein;
- an estimate within +15% to -10% of actual construction costs; and
- a date for the 95% Design Review Meeting.

6. GROUNDWATER REMEDIATION FINAL (100%) DESIGN

a. Within sixty (60) days of receiving EPA's comments on the Pre-final Design Package, the Settling Performing Defendants will submit to EPA and GA EPD for review, and EPA for approval, the Groundwater Remediation Final (100%) Design (Groundwater Final Design). The Groundwater Final Design will consist of the 100% final design packages and will be considered the Final Groundwater RA Work Plan. The Final Groundwater Design will include, but not be limited to, the following:

- a Final Basis of Design and Assumptions;
- a Final set of plans, drawings, sketches, calculations, and technical specifications, noting any changes;
- a Revised Pre-Final Groundwater RA Work Plan for groundwater on and beyond the AER Property;
- a Final Construction QAPP;
- a Final FSP;
- a Final Contingency Plan;
- a Final Operation and Maintenance Plan;
- identification of the Pre-Qualified RA Contractors;
- a Constructability Review Report that evaluates the suitability of the project and its components in relation to the Site; and
- a date for the 100% Design Review Meeting.

7. INSTITUTIONAL CONTROLS IMPLEMENTATION AND ASSURANCE PLAN

Settling Performing Defendants will submit the groundwater remediation ICIAP concurrently when submitting the soil remediation ICIAP described above in Section IV.B.5 and in accordance with the timeframes identified in that section. The groundwater remediation ICIAP will contain the same components as described above for the soil remediation ICIAP. The groundwater remediation ICIAP and the soil remediation ICIAP shall be combined together and submitted as one document.

E. TASK V – REMEDIAL ACTION FOR GROUNDWATER

Components of the Groundwater RA and deliverables are as follows:

1. GROUNDWATER REMEDIAL ACTION WORK PLAN

a. Concurrent with the submission of the Soil Remediation Final (100%) Design, the Settling Performing Defendants will submit to EPA and GA EPD for review, and to EPA for approval, a Groundwater Remedial Action Work Plan (Groundwater RA Work Plan). The Groundwater RA Work Plan will contain, at a minimum:

- i. a description of activities necessary to implement the components of the Groundwater RA, consistent with the Groundwater RD, the SOW, the Consent Decree and the ROD, including but not limited to the following:
 - o award of project contracts;
 - o contractor mobilization/Site preparation; and
 - o installation of the injection wells and injection system.
- ii. a detailed Implementation Schedule identifying major milestones for completion of each major component of the Groundwater RA including the commencement and completion of construction of each component of the remedy, and for demonstrating consistency with the approved construction plans; and
- iii. a Contingency Plan.

b. The Settling Performing Defendants will hold at least one Technical Information Meeting with EPA and GA EPD to discuss the draft Groundwater RA Work Plan. The Settling Performing Defendants will present and discuss, at a minimum, the components of the draft Groundwater RA Work Plan. Subsequent to this meeting, the Settling Performing Defendants will prepare meeting minutes and submit the minutes to EPA and GA EPD in letter format.

2. GROUNDWATER REMEDIAL ACTION IMPLEMENTATION SCHEDULE

Within sixty (60) days after the date on which the Soil Construction and Inspection is conducted, the Settling Performing Defendants will initiate the groundwater RA activities as stated in the Implementation Plan in the Groundwater RA Work Plan for the groundwater in and beyond the AER property boundary in accordance with specified schedule(s) contained therein.

3. PRE-CONSTRUCTION MEETING

a. Within twenty (20) days of the date on which the Soil Construction and Inspection is conducted, the Settling Performing Defendants will hold a Pre-Construction Meeting. The participants will include all parties involved in the Groundwater RA, including but not limited to the Settling Performing Defendants, and federal, state, and local representatives, EPA, and GA EPD. The goals of the Pre-Construction Meeting are to:

- define the roles, relationships, and responsibilities of all parties;
- review methods for documenting and reporting inspection data;
- review methods for distributing and storing documents and reports;
- review work area security and safety protocols;
- review the Construction Schedule; and
- conduct a site reconnaissance to verify that the design criteria and the plans specifications are understood and to review material and equipment storage locations.

The Preconstruction Conference must be documented, including names of people in attendance, issues discussed, clarifications made, special instructions issued, etc.

4. MEETINGS DURING CONSTRUCTION

During the construction period, the Settling Performing Defendants and their construction contractor(s) will meet with EPA and GA EPD at a frequency defined in the Groundwater RA Implementation Schedule regarding the progress and details of construction. If approved by EPA, conference calls may constitute a meeting. If, during the construction of the RA for the Site, conditions warrant modifications of the design, construction, and/or schedules, the Settling Performing Defendants may propose such design or construction or schedule modifications. If approved by EPA, and after reasonable opportunity for review and comment by GA EPD, the Settling Performing Defendants may implement the agreed upon design or construction modifications.

5. PRE-FINAL CONSTRUCTION INSPECTION AND REPORT

Upon preliminary project completion, Settling Performing Defendants will notify EPA and schedule a Prefinal Construction Inspection. Participants should include the Project Coordinators, Supervising Contractor, Construction Contractor, Natural Resource Trustees and

other federal, state, and local agencies with a jurisdictional interest. The Prefinal Inspection will consist of a walk-through inspection of the entire project site. The objective of the inspection is to determine whether the construction is complete and consistent with the Consent Decree. Any outstanding construction items discovered during the inspection will be identified and noted on a punch list. Additionally, treatment equipment will be operationally tested by Settling Performing Defendants. Settling Performing Defendants will certify that the equipment has performed to effectively meet the purpose and intent of the specifications. Retesting will be completed where deficiencies are revealed. A Prefinal Construction Inspection Report will be submitted by Settling Performing Defendants which outlines the outstanding construction items, actions required to resolve the items, completion date for the items, and an anticipated date for the Final Inspection.

6. FINAL CONSTRUCTION INSPECTION

Within thirty (30) days after the Settling Performing Defendants conclude that all construction for the groundwater remedial action has been fully (100% complete) performed, the Settling Performing Defendants will schedule and conduct a Final Construction Inspection for each major component of the construction.

This inspection will include participants from all parties involved in the Prefinal Construction Inspection, the RA, including but not limited to the Settling Performing Defendants and their project coordinator, contractors, and representatives, as well as EPA and GA EPD.

If, after the inspection, EPA determines that construction is not complete, EPA will notify the Settling Performing Defendants of the deficiencies and a schedule for addressing deficiencies. In that instance, the Settling Performing Defendants will schedule and conduct additional construction inspections, as necessary; otherwise, EPA will provide written notice that there are no outstanding deficiencies.

7. FINAL GROUNDWATER REMEDIATION CONSTRUCTION COMPLETION REPORT

Within ninety (90) days of the Final Construction Inspection for all components of the groundwater RA, the Settling Performing Defendants will submit a Final Groundwater Remediation Construction Completion Report to EPA and GA EPD for review, and EPA for approval. This report will include, at a minimum, the following documentation:

- tabulation of analytical data collected during the course of the RD and RA construction activities, including, but not limited to QA/QC documentation of these results and presentation of these results in appropriate figures;
- a description, with appropriate photographs, maps and tables of the disposition of the Site;
- an evaluation regarding compliance with all ARARs and Performance Standards, a description of actions to be taken, and

schedule of future actions to be taken to comply with all ARARs and to achieve all Performance Standards;

- a summary of O&M activities to be implemented for that component of the remedy;
- a summary of Site conditions and chronology of remedial activities and events;
- a chronological summary of construction activities and procedures actually undertaken and materials and equipment used, and results of environmental monitoring conducted during construction;
- an explanation of modifications made during the RA to the original RD and RA Work Plans and why these changes were made;
- as-built drawings; and
- a synopsis of the construction work defined in the SOW and certification that the construction work has been completed.

8. PERFORMANCE STANDARDS VERIFICATION PLAN

a. Within sixty (60) days of the approval of the Final Groundwater Remediation Construction Completion Report, Settling Performing Defendants shall submit to EPA and GA EPD for review and comment, and EPA for approval, a Performance Standards Verification Plan (PSVP). Once approved, Settling Performing Defendants will begin groundwater monitoring in accordance with the PSVP to ensure that both short-term and long-term Performance Standards for the RA are met.

b. The PSVP will include, but not be limited to, the following:

- a Performance Standards Verification Field Sampling and Analysis Plan that provides guidance for all fieldwork by defining in detail the sampling and data gathering methods to be used. The Performance Standards Verification Field Sampling and Analysis Plan will be written so that a field sampling team unfamiliar with the Site would be able to gather the samples and field information required;
- a Performance Standards Verification QA/QC plan that describes the quality assurance and quality control protocols that will be followed in demonstrating compliance with Performance Standards; and
- a specification of those tasks to be performed by Settling Performing Defendants to demonstrate compliance with the

Performance Standards and a schedule for the performance of these tasks.

9. GROUNDWATER REMEDIAL ACTION REPORT

a. As provided in Section XIV of the Consent Decree, within 90 days after Settling Performing Defendants conclude that the RA has been fully performed and the Performance Standards have been attained, Settling Performing Defendants will so certify to the United States and will schedule and conduct a pre-certification inspection to be attended by EPA and Settling Performing Defendants. If after the pre-certification inspection Settling Performing Defendants still believe that the RA has been fully performed and the Performance Standards have been attained, Settling Performing Defendants will submit a RA Report in accordance with EPA guidance "Closeout Procedures for NPL Sites" OERR 540-R-98-016, and with Section XIV of the Consent Decree.

b. The Groundwater RA Report will include the following:

- a copy of the Final Construction Report;
- synopsis of the work defined in this SOW and a demonstration in accordance with the PSVP that all Performance Standards have been achieved;
- certification that the RA has been completed in full satisfaction of the requirements of the Consent Decree; and
- a description of how Settling Performing Defendants will implement any remaining part of the EPA approved Operation and Maintenance Plan.

After EPA review, Settling Performing Defendants will address any comments and submit a revised report. As provided in Section XIV of the Consent Decree, the RA will not be considered complete until EPA approves the RA Report.

F. TASK VI – OPERATION AND MAINTENANCE

1. OPERATION AND MAINTENANCE PLAN

a. Within ten (10) days upon receipt of EPA approval of the Construction Completion Report for Groundwater and the Construction Completion Report for Soil, the Settling Performing Defendants will implement operation and maintenance activities in accordance with the terms and schedules set forth in the Operation and Maintenance Plans, approved by EPA during RD.

b. The Operation and Maintenance Plans will include, at a minimum, the following:

- description of normal operations and maintenance;
- description of reasonably foreseeable potential operational problems;
- description of routine process monitoring and analysis;
- description of contingency operation and monitoring;
- operational safety plan;
- description of equipment; and
- recordkeeping and reporting requirements.

G. TASK VII- SUBMISSIONS REQUIRING AGENCY APPROVAL

1. PLANS, DELIVERABLES AND REPORTS

a. All plans, deliverables, and/or reports identified in the SOW for submittal to EPA and GA EPD will be delivered to EPA and GA EPD in accordance with the Consent Decree, the ROD, and this SOW.

b. Any plan, deliverable, or report submitted to EPA and GA EPD will be marked "Draft" on each page and will include, in a prominent location in the document, the following disclaimer: "Disclaimer: This document is a DRAFT document prepared by the Settling Performing Defendants under a government Consent Decree. This document has not undergone formal review by the EPA and GA EPD. The opinions, findings, and conclusions, expressed are those of the author and not those of the U.S. Environmental Protection Agency or GA Environmental Protection Division."

c. Approval of a plan, deliverable or report does not constitute approval of any model or assumption used by the Settling Performing Defendants in such plan, deliverable or report.

EXHIBIT I

SUMMARY OF SOW DELIVERABLES AND ACTIVITIES

Deliverable/Activity	Trigger	Timeframe
Submission of Soil Remedial Design (RD) Work Plan, including: <ul style="list-style-type: none"> • Sampling and Analysis Plan (Field Sampling Plan and Quality Assurance Project Plan) • Health and Safety Plan (Contingency Plan and Spill Control and Countermeasures Plan) • Treatability Study Work Plan • Site Management Plan 	Receipt of EPA's written authorization to proceed from approval of RD Contractor.	Within 15 days of the Data Summary Meeting.
Soil Remediation Conceptual (30%) Design Package	Receipt of EPA approval of RD Work Plan.	Within 180 days of EPA's approval of Soil RD Work Plan.
Soil Remediation Pre-Final (95%) Design Package	EPA review of Conceptual Design Package(s).	Within 60 days of receipt of EPA's comments on the Conceptual (30%) Design.
Soil Remediation Final (100%) Design Package	EPA review of Pre-Final Design Package(s).	Within 60 days of receipt of EPA's comments on the Pre-Final Design Package(s).
Institutional Controls Implementation and Assurance Plan	EPA review of Conceptual Design Package(s).	Concurrent with the Soil Remediation Pre-Final (95%) Design.
Soil Remedial Action (RA) Work Plan	EPA review of Conceptual Design Package(s).	Concurrent with the submission of the Soil Remediation Final (100%) Design.
Soil RA Implementation Schedule	EPA approval of Final RD Report and RA Work Plan.	Within 30 days after receipt of EPA's approval of the 100% Remedial Design Report and Final Soil RA Work Plan.

Deliverable/Activity	Trigger	Timeframe
Soil Remediation Pre-Construction Meeting	EPA approval of Final RA Work Plan(s).	Within 20 days of receiving EPA's approval of the Final RA Work Plan.
Initiation of Construction - Soil Remediation	EPA approval or of final RA Work Plan(s).	Within 30 days of receiving EPA's approval of the Final Soil RA Work Plan.
Soil Remediation Pre-Final Construction Report	EPA assessment during the Pre-Final Construction Inspection.	Subsequent to Pre-Final Construction Inspection.
Final Construction Inspection - Soil Remediation	Completion of system construction.	Within 30 days Settling Performing Defendants conclude that each component of Soil Remedy has been fully performed.
Final Soil Remediation Construction Completion Report	Final Construction Inspection.	Within 90 days of Final Construction Inspection.
Operation and Maintenance	EPA approval of Construction Completion Report.	Within 30 days of approval.
Groundwater RD Work Plan, including: <ul style="list-style-type: none"> • Sampling and Analysis Plan (Field Sampling Plan and Quality Assurance Project Plan) • Health and Safety Plan (Contingency Plan and Spill Control and Countermeasures Plan) 	Receipt of EPA's written authorization to proceed from approval of RD Contractor.	Within 15 days of the Data Summary Meeting.
Groundwater RA Work Plan	EPA approval of Groundwater Remediation Design.	Concurrent with the Soil Remediation Final Design.

Deliverable/Activity	Trigger	Timeframe
Groundwater RA Implementation Schedule	EPA approval of Final RA Work Plan.	Within sixty (60) days after the date on which the Soil Construction and Inspection is conducted.
Groundwater Remediation Pre-Construction Meeting	EPA approval or of final RA Work Plan(s).	Within 20 days of the date on which the Soil Construction and Inspection is conducted.
Groundwater Remedial System Construction	EPA approval of the Groundwater RA Contractor.	Within sixty (60) days after the date on which the Soil Construction and Inspection is conducted.
Groundwater Remediation Pre-Final Construction Report	EPA assessment during the Prefinal Construction Inspection.	Subsequent to Pre-Final Construction Inspection.
Final Construction Inspection - Groundwater Remediation	Completion of system construction.	Within 30 days after Settling Performing Defendants conclude that each component of Groundwater Remedy has been fully performed.
Construction Completion Report-Groundwater	Final Construction Inspection.	Within 90 days of Final Construction Inspection.
Performance Standards Verification Plan	EPA approval of the Final Groundwater Remediation Construction Completion Report.	Within 60 days of the approval of the Final Groundwater Remediation Construction Completion Report.
Groundwater RA Report	Completion of Construction and Quarterly Performance Monitoring.	Within 90 days after RA has been fully performed and Performance Standards are attained.

REFERENCES

The following list, although not comprehensive, comprises many of the regulations and guidance documents that apply to the RD/RA process. Settling Performing Defendants will review these guidances and will use the information provided therein in performing the RD/RA and preparing all deliverables under this SOW.

1. "National Oil and Hazardous Substances Pollution Contingency Plan, Final Rule," Federal Register 40 C.F.R. Part 300, March 8, 1990.
2. "Remedial Design and Remedial Action Guidance," U.S. EPA, Office of Emergency and Remedial Response, June 1995, OSWER Directive No. 9355.0-04B, EPA 540/R-95/059.
3. "EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties – Interim Final" U.S. EPA, Office of Emergency and Remedial Response, April 1990, OSWER Directive No. 9355.5-01.
4. "Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA, Interim Final," U.S. EPA, Office of Emergency and Remedial Response, October 1988, OSWER Directive No. 355.3-01.
5. "A Compendium of Superfund Field Operations Methods," Two Volumes, U.S. EPA, Office of Emergency and Remedial Response, EPA/540/P-87/001a, August 1987, OSWER Directive No. 9355.0-14.
6. "EPA NEIC Policies and Procedures Manual," EPA-330/9-78-001-R, May 1978, revised November 1984.
7. "Guidance for Quality Assurance Project Plans," EPA/240/R-02/009, December 2002.

8. "EPA Requirements for Quality Assurance Project Plans," EPA/240/B-01/003, March 2001.
9. "Guidance on Systematic Planning Using the Data Quality Objectives Process," EPA/240/B-06/001, February 2006.
10. "Systematic Planning: A Case Study for Hazardous Waste Site Investigations," EPA/240/B-06/004, February 2006.
11. "Guidance for Labeling Externally Validated Laboratory Analytical Data for Superfund Use," OSWER No. 9200.1-85, EPA 540-R-08-005, January 13, 2009.
12. "Contract Laboratory Program Guidance for Field Samplers," OSWER 9240.0-47, EPA 540-R-09-03, January 2011.
13. "USEPA Contract Laboratory Program Statement of Work for Organic Analysis," SOM01.2, May 2005.
14. "U.S. EPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods," ISM01.2, January 2010.
15. "Quality in the Constructed Project: A Guideline for Owners, Designers, and Constructors, Volume 1, Preliminary Edition for Trial Use and Comment," American Society of Civil Engineers, May 1988.
16. "ARARs Q's and A's: General Policy, RCRA, CWA, SDWA, Post-ROD Information and Contingent Waivers," OSWER 9234.2-01 FSA, June 1991.
17. "CERCLA Compliance with Other Laws Manual," Two Volumes, U.S. EPA, Office of Emergency and Remedial Response, August 1988 (Draft), OSWER Directive No. 9234.1-01 and -02.

18. "Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites," U.S. EPA, Office of Emergency and Remedial Response, (Draft), OSWER Directive No. 9283.1-2.
19. "Guide for Conducting Treatability Studies Under CERCLA," U.S. EPA, Office of Emergency and Remedial Response, Pre-publication Version.
20. "Health and Safety Requirements of Employees Employed in Field Activities," U.S. EPA, Office of Emergency and Remedial Response, July 12, 1981, EPA Order No. 1440.2.
21. "Standard Operating Safety Guides," U.S. EPA, Office of Emergency and Remedial Response, November 1984.
22. "Standards for General Industry," 29 C.F.R. Part 1910, Occupational Health and Safety Administration.
23. "Standards for the Construction Industry," 29 C.F.R. 1926, Occupational Health and Safety Administration.
24. "NIOSH Manual of Analytical Methods," 2d edition. Volumes I - VII, or the 3rd edition, Volumes I and II, National Institute of Occupational Safety and Health.
25. "Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities," National Institute of Occupational Safety and Health/Occupational Health and Safety Administration/United States Coast Guard/ Environmental Protection Agency, October 1985.
26. "TLVs - Threshold Limit Values and Biological Exposure Indices for 1987 - 88," American Conference of Governmental Industrial Hygienists.

27. "American National Standards Practices for Respiratory Protection," American National Standards Institute Z88.2-1980, March 11, 1981.
28. "Quality in the Constructed Project - Volume 1," American Society of Civil Engineers, 1990.
29. "Closeout Procedures for National Priorities List Sites," OSWER Directive 9320.2-09A-P, EPA 540-R-98-016, January 2000.
30. "Memorandum, Region 4 Data Management and Electronic Data Deliverables," U.S. EPA, Region 4, Superfund Division, April 23, 2010.
31. Other guidances referenced in the CD that are not listed above (i.e., QA, Sample and Data Analysis, etc.).

APPENDIX I

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (hereinafter "Agreement") is entered into by the members of the AER PRP Group and King & Spalding LLP (hereinafter referred to as "Escrow Agent").

1. AER Site. Alternate Energy Resources, Inc. conducted various waste recycling and treatment operations on property located at 2730 Walden Drive in Augusta, Georgia (hereinafter "AER Site" or "Site"). The United States Environmental Protection Agency ("EPA") listed the AER Site on the National Priorities List by publication in the Federal Register on April 19, 2006.

2. AER PRP Group. A number of former AER customers have formed an unincorporated association of parties hereinafter referred to as the "AER PRP Group" or "Group"). The members of the Group are set forth on Appendix A to this Agreement.

3. AER Consent Decree. The members of the Group have entered into a Consent Decree with the United States and the State of Georgia (DOJ Case Number 90-11-3-10081) ("Consent Decree"). The Group will hire and pay contractors to perform certain cleanup work ("Work") to remediate the AER Site in accordance with the provisions of the Consent Decree.

4. Escrow Account. The Group has established an Escrow Account to hold and disburse funds to pay the contractors to perform the Work.

5. Use of Escrow Funds. During the pendency of the Work, the Escrow Funds shall be used to fund costs and expenses related to the Work and for no other purposes except as specifically provided for herein. The Group members hereby acknowledge and agree that until the Work has been completed, neither they nor any third party shall have any right to access, use, or direct the disposition of the Escrow Funds, except as expressly set forth herein.

6. Funding of Escrow Account. The Group members shall deposit such funds into the Escrow Account as are needed to pay for the Work.

7. Rights and Responsibilities of Escrow Agent. The Escrow Agent shall act as a depository only, and shall not be responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any document furnished to the Escrow Agent or any asset deposited with it. The Escrow Agent shall be protected in acting upon any written notice, request, authorization or other document which the Escrow Agent, in good faith, believes to be genuine. The Escrow Agent may assume that the person purporting to give any notice or make any statement in connection with the provisions thereof has been authorized to do so, without further inquiry or investigation.

8. Statements. During the term of this Agreement, the Escrow Agent shall provide the Group members and EPA with annual statements containing the balance in the Escrow Account, dates of payments from the Escrow Account and names of payees. Upon request, the Escrow Agent shall provide to any member and to EPA an accounting of the funds in the Escrow Account and the payments made from the Escrow Account.

9. Distributions. The Group members shall designate at least two members of the Group to review and approve invoices from contractors performing the Work. No funds shall be disbursed from the Escrow Account unless an invoice for Work has been approved by two members of the Group authorized to review and approve the invoices. The Group shall designate the members authorized to review and approve invoices.

10. Escrow Account Principal and Interest. The funds in the Escrow Account will be placed in a checking account with SunTrust Bank. All interest earned on the funds shall be paid to the State Bar of Georgia Foundation (Foundation). The Foundation is a 501(c)(3) nonprofit

organization. Donations to the Foundation are used to support legal services for the poor, to improve the administration of justice, to aid children involved in the justice system, and for other qualified educational purposes.

11. Amendment. This Agreement may not be amended or supplemented and no provision hereof may be modified or waived, except by an instrument in writing, signed by all of the parties hereto; provided, however, that in the event that a party is no longer in existence (e.g., it has liquidated or dissolved), its signature shall not be required to amend this Agreement.

12. Resignation. The Escrow Agent may resign at any time by giving sixty (60) days written notice of such resignation separately to each Party to this Agreement. Within thirty (30) days of receipt of said written notice, the Group shall select a mutually acceptable successor Escrow Agent and shall notify the Escrow Agent and EPA in writing of said successor Escrow Agent.

13. Notice. Unless otherwise specifically set forth herein, all notices and other communications hereunder shall be in writing and sent by e-mail, fax or overnight courier/delivery to the following addresses (or such other address as a party shall specify by like notice):

To:

Charles H. Tisdale
King & Spalding, LLP
1180 Peachtree Street, N.E.
Atlanta, Georgia 30309
404-572-4820
ctisdale@kslaw.com

Amy Magee
King & Spalding, LLP
1180 Peachtree Street, N.E.
Atlanta, Georgia 30309
404-572-3357
amagee@kslaw.com

Jeff Denher, Co-Chair
PRP Group Steering Committee
Hunton & Williams LLP
600 Peachtree Street, N.E.
Suite 4100
Atlanta, Georgia 30308
404-888-4021
jdehner@hunton.com

To EPA:

Kavita Batra
Associate Regional Counsel
United States Environmental Protection Agency
Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303
Batra.Kavita@epamail.epa.gov

Notice shall be deemed to have been received on the day it is delivered.

14. Governing Law. The parties hereto agree that this Agreement shall be deemed to have been executed and delivered in the State of Georgia and this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its principles of conflict of laws.

15. Third-Party Beneficiary. The parties hereto agree that EPA is an intended third-party beneficiary of this Agreement. The parties hereto expressly state that there are no other intended third-party beneficiaries to the Agreement.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The rights and obligations of a party

under this Agreement may not be assigned without the prior written consent of the Group members.

18. Further Action. The parties hereto agree to execute and deliver any and all documents and to take such further action as shall be reasonably required to effectuate the provisions of this Agreement.

_____, AS ESCROW AGENT

By

Its

Date: _____

Executed on behalf of the AER PRP Group

By: _____

Printed Name: _____

Date: _____

Appendix A	
1	Airgas Carbonic, Inc.
2	Atlantic Aviation
3	Augusta Newsprint Company
4	Baldor Electric Company (successor by merger to Reliance Electric Company)
5	BASF Catalysts LLC (f/k/a Engelhard Corporation)
6	Bassett Furniture Industries, Inc. and its subsidiaries, including Bassett Furniture Industries of North Carolina, LLC
7	Beazer East, Inc. f/k/a Koppers Company, Inc.
8	BP Products North America Inc.
9	Cameron International Corporation, f/k/a Cooper Energy Services
10	Carpenter Technology Corporation
11	CBS Corporation Westinghouse Electric Corporation Viacom Inc.
12	Chevron Environmental Management Company, for itself and on behalf of Union Oil Company of California and Texaco Inc.
13	Cooper Industries
14	Crandall Corporation
15	Cummins Engine Co. (FKA Combustion Tech., CTI; A.E. Goetz)
16	Emerson Electric Co., for itself and on behalf of its Brooks Instrument Division and its former Daniel Measurement and Control Division (formerly operating as Fisher-Rosemount Petroleum Division; formerly operating as Brooks-Statesboro Division) (d/b/a Daniel-Brooks Petroleum, Fisher-Rosemount Petroleum, Brooks Instrument, and Brooks Instrument Division), Daniel Industries, Inc. (a wholly-owned subsidiary of Emerson Electric Co.), and Daniel Measurement and Control, Inc. (a wholly-owned subsidiary of Daniel Industries, Inc.)
17	Exxon Mobil Corporation and ExxonMobil Oil Corporation
18	General Electric Company
19	Giant Cement Company Giant Resource Recovery - Attalla, Inc.
20	GIW Industries, Inc.
21	Goodman Conveyor [Joy Mining Machinery]
22	Gulfstream Aerospace Corporation
23	High Performance Tube
24	Hobart/PMI Food Equipment Group
25	Honeywell International Inc.
26	Hoover Precision Products, Inc.
27	Husqvarna Consumer Outdoor Products N.A., Inc. as successor in interest to Husqvarna Outdoor Products, Inc.
28	Ingersoll-Rand Company (on behalf of The Torrington Company)
29	International Paper Company
30	ITT Grinnell Inc. & ASCOA (Tyco) (Citrine)
31	J.W. Harris Inc.

Appendix A	
32	Jacobs Chuck Manufacturing Company, its predecessors and successors
33	Kennametal Inc., as successor to Greenfield Industries, Inc.
34	Kimberly-Clark Corporation
35	Lithonia Lighting
36	M. Lowenstein Corporation
37	Marathon Petroleum Company LP
38	Nassau Metals Corporation (f/k/a AT&T Nassau Metals Corp.), its parents, affiliates, predecessors and successors in interest
39	NN, Inc.
40	Noble Oil Services, Inc.
41	Noramco, Inc.
42	NOVELIS CORPORATION (f/k/a Alcan Aluminum Corporation)
43	Owens Corning
44	Perma-Fix of Orlando, Inc. (f/k/a Chemical Conservation Corporation)
45	Pfizer Inc on behalf of itself and its subsidiaries including G. D. Searle LLC
46	PHB, Inc.
47	Plantation Pipe Line Company
48	PLI Successor Corp., f.k.a. Piedmont Laboratories, Inc.
49	Praxair, Inc.
50	Prysmian Power Cables and Systems USA, LLC, as successor to Pirelli Cable Corporation and Pirelli Power Cables and Systems USA, LLC (change of name)
51	R.E. Phelon Company, Inc.
52	Rheem Manufacturing Company
53	Rock-Tenn Company, for itself and on behalf of its affiliates, including Rock-Tenn Converting Company
54	Ryder Truck Rental, Inc., Ryder System, Inc. and Ryder Integrated Logistics, Inc.
55	SCANA Corporation on behalf of itself and its subsidiaries
56	Schaeffler Group USA Inc. f/k/a INA Bearing Company Inc. and as successor to Andrews Bearing
57	Shakespeare Company, LLC
58	SKF USA Inc.
59	Southwire Co.
60	Stevens Aviation, Inc.
61	Thermal Ceramics, Inc.
62	Thermo King Corporation
63	TransMontaigne Inc./TransMontaigne Southeast Terminals/TransMontaigne Products Services Inc./TransMontaigne Terminals Inc./TransMontaigne Pipeline Inc./Louis Dreyfuss Energy Corp.
64	Univar USA Inc., f/k/a Apperson Chemicals
65	USG Interiors, Inc.. Interiors is a wholly owned subsidiary of the parent USG Corporation whose shares are traded on the NYSE
66	Valenite, LLC
67	ZF Industries, Inc.

APPENDIX J

Environmental covenant should be consistent with the following format:

After Recording Return to:

Georgia Environmental Protection Division
Hazardous Sites Response Program
2 Martin Luther King, Jr. Drive, SE
Suite 1462 East
Atlanta, Georgia 30334

APPENDIX J

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1, *et seq.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with O.C.G.A. § 44-16-8(a).

Grantor/Fee Owner of Property: Alternate Energy Resource [owner at the time of recording]
2736 Walden Drive
Augusta, GA 30904

Grantee/Holder: Alternate Energy Resource
2736 Walden Drive
Augusta, GA 30904

Grantee/Holder: State of Georgia, Department of Natural Resources
Environmental Protection Division
2 MLK Jr. Drive, SE, Suite 1152
Atlanta, GA 30334

and

Additional Agency Overseer: U.S. Environmental Protection Agency
Region 4
61 Forsyth Street, S.W., Suite 925
Atlanta, GA 30303

**Parties with other interests in the Property
(and description of any such interests):** None

Property:

The area subject to this Environmental Covenant is bordered by private property to the east, north, and west and bounded to the south by the CSX railroad tracks, depicted in Exhibit B attached hereto and incorporated by this reference (hereinafter "Property"). This Property is a former industrial facility that is currently unoccupied, comprised of four buildings, three sheds, a portable storage building, and several concrete pads. Based on the Augusta geographical Information system (GIS), the tract to the east is owned by Claude Caldwell and is operated as a

paint shop with three single story buildings. Two tracts to the north are owned by Abbott Oil Company, Inc. and are operated as a petroleum wholesale jobber. The tract to the west is undeveloped land owned by James R. Bell. This Property is comprised of three tracts of land on 2.64 acres and is more particularly described in the legal descriptions set forth in Exhibit A.

Tax Parcel Number(s):

056-4-163-01-0 of Richmond County, Georgia

Name and Location of Administrative Records:

The remedial action at the Property that is the subject of this Environmental Covenant (hereinafter "Remedial Action") is described in the following document[s]:

- U.S. Environmental Protection Agency ("EPA") Record of Decision, issued on September 27, 2010, (hereinafter "ROD").
- Consent Decree in the case of *United States v. [TBD]*, Civil Action No. [INSERT], entered by the U.S. District Court for the Southern District of Georgia on [INSERT] (hereinafter "CD").

These documents are available at the following locations:

Superfund Records Center
U.S. EPA, Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Description of Contamination and Corrective Action:

This property has been listed on the National Priorities List and has been designated as a Superfund site needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under federal law. Contact the property owner, the Georgia Environmental Protection Division, or the U.S. Environmental Protection Agency for further information concerning this property.

This Declaration of Environmental Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.*, as amended ("CERCLA"), and the ROD by Alternate Energy Resources, its successors and assigns, and the State of Georgia, Department of Natural Resources, Georgia Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because a release of hazardous substances, including, but not limited to volatile organic compounds ("VOCs"), such as trichloroethene and tetrachloroethene, occurred on the Property. These VOCs are "regulated substances" as defined under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder (hereinafter "HSRA" and "Rules", respectively) and "hazardous substances" as defined in CERCLA. The Remedial Action consists of soil being removed, treated through the installation of heating elements causing the VOCs to volatilize. The VOCs are further removed via vapor extraction wells. Certain stabilized

soils remain at the Property. The groundwater is treated in-situ in an anaerobic environment to degrade the VOCs to cleanup levels to restore groundwater to drinking water standards. This remedial action is approved by EPA under CERCLA.

Grantor hereby binds itself, its successors and assigns, to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of the Grantee/Holder, and EPD. EPD and EPA shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, O.C.G.A. § 12-8-90 *et seq.*, and the Rules. Failure to enforce compliance with this Environmental Covenant in a timely manner or to enforce in a timely manner the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict EPD or EPA from exercising any other authority under applicable law.

Grantor makes the following declaration as to limitations, restrictions, and uses to which the Property is subject to and specifies that such declarations are perpetual, unless modified or terminated pursuant to the terms of this Environmental Covenant pursuant to O.C.G.A. § 44-16-9 or § 44-16-10; shall be covenants running with the land, pursuant to O.C.G.A. § 44-16-5(a); and shall be binding on all parties and all persons claiming under them, including all current and future owners (hereafter collectively "Owner") of any portion of or interest in the Property.

This Environmental Covenant shall inure to the benefit of EPD, Grantor and their respective successors and assigns and shall be enforceable by the Director of EPD or her agents or assigns, Grantor or its successors and assigns, EPA, and other party(ies) as provided for in O.C.G.A. § 44-16-11, in a court of competent jurisdiction.

Use Limitation(s) and Restrictions:

1. Registry. Pursuant to O.C.G.A. § 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
2. Notice. The Owner of the Property must give thirty (30) days advance written notice to EPD and EPA of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action. The Owner of the Property must also give thirty (30) days advance written notice to EPD and EPA of the Owner's intent to change the use of the Property, apply for building permit(s), or propose any site work that would affect the Property other than site work pursuant to the Remedial Action referenced herein.
3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
4. Monitoring. The groundwater detection-monitoring program detailed in the Operation and Maintenance Plan dated [INSERT], must be implemented to assess contaminants of

concern ("COCs") concentrations over time and monitored natural attenuation parameters to evaluate the need for additional controls.

5. Periodic Reporting. On [INSERT DATE], the [INSERT PARTY APPROVED BY EPA] shall submit to EPD and EPA a Semi-annual Report as specified in the EPA-approved Operation and Maintenance Plan including, but not limited to: groundwater detection-monitoring report results; landfill maintenance and inspection activities; and documentation stating whether or not the activity and use limitations in this Environmental Covenant are being met.
6. Activity and Use Limitation(s). The following shall not take place on the Property without obtaining prior written approval from EPA:
 - a. Drilling or otherwise constructing any water wells;
 - b. Using the property for any purpose other than recreational, commercial, or industrial use; and
 - c. Engaging in activities that could cause damage to the remedy including, but not limited to, drilling or construction activities which could compromise the integrity of the final cover, or any component of the containment or treatment system, or the function of any monitoring system.
7. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes is prohibited.
8. Permanent Markers. Permanent markers on each side of the Property shall be installed and maintained that delineate the restricted area as specified in Section 391-3-19-.07(10) of the Rules. Disturbance or removal of such markers is prohibited.
9. Right of Access. In addition to any rights already possessed by EPD and EPA, the Owner shall allow authorized representatives of EPD and EPA the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action: to take samples; to inspect the Remedial Action conducted at the Property; to determine compliance with this Environmental Covenant; and to inspect records that are related to the Remedial Action.
10. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date the last party hereto has executed the Environmental Covenant, the Owner shall file this Environmental Covenant with the Records of Deeds for each County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to EPD and EPA within sixty (60) days of recording. Within the same sixty (60) day time period, the Owner shall also send a file-stamped copy to each of the following: (1) each person holding a recorded interest in the Property subject to the Environmental Covenant; (2) each person in possession of the real property subject to the Environmental Covenant; (3) each municipality, county, consolidated government, or other unit of local government in which real property subject to the Environmental Covenant is located; and (4) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.

11. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-60, unless and until the EPD Director determines that the Property is in compliance with the Type 1,2, 3, or 4 Risk Reduction Standards, as defined in Section 391-3-19-.07 of the Rules and removes the Property from the Hazardous Site Inventory, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19-.08(7) of the Rules and O.C.G.A. § 44-16-1 *et seq.*
12. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
13. No Property Interest Created in EPA. This Environmental Covenant does not in any way create any interest by EPA in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPA in the Property in accordance with O.C.G.A. § 44-16-3(b).

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto [select as appropriate]:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- e) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- f) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

EPD

Georgia Environmental Protection Division
Mark Smith, Chief
Hazardous Waste Management Branch
Georgia Environmental Protection Division
Suite 1154, East Tower
2 Martin Luther King Jr. Drive SE
Atlanta, GA 30334

EPA

Franklin E. Hill
Director, Superfund Division
U.S. Environmental Protection Agency
Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the _____ day of _____ 2011.

GRANTOR/GRANTEE:

ALTERNATE ENERGY RESOURCES

County Commissioner,
Richmond County, Georgia

Dated; _____ [Insert Appropriate Notary Ack.]

GRANTEE:

**STATE OF GEORGIA
ENVIRONMENTAL PROTECTION DIVISION**

[Name of Person Acknowledging Receipt]
[Title]

Dated: _____ [Insert Notary Individual Ack.]

ADDITIONAL AGENCY OVERSEER:

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

This Environmental Covenant is hereby approved by the **United States Environmental Protection Agency** this ____ day of _____ 2011.

By: _____
Franklin E. Hill
Director, Superfund Division
U.S. Environmental Protection Agency
Region 4

Date: _____

[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, I certify that _____ personally appeared before me, and acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public in and for the State of Georgia,
residing at _____
My appointment expires _____

[CORPORATE ACKNOWLEDGMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, I certify that _____ personally appeared before me, and acknowledged that **he/she** is the _____ of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.

Notary Public in and for the State of Georgia,
residing at _____
My appointment expires _____

[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, I certify that _____ personally appeared before me, and acknowledged that **he/she** signed this instrument, on oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the _____ [type of authority] of _____ [name of party being represented] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Georgia,
residing at _____
My appointment expires _____

Exhibit A – Legal Land Descriptions

This property is comprised of three tracts as more particularly described in deeds located as follows:

Tract One:

ALL that tract or parcel of land, together with all improvements hereon, situate, lying and being in the State of Georgia, Richmond County, City of Augusta, fronting 100 feet on the south side of a service road and extending back between parallel lines a distance of 276.2 feet on its eastern boundary and a distance of 276.3 feet on its western boundary, having the rear width of 100 feet along the northern boundary of the right-of-way of the Georgia Railroad. Reference is hereby made to a plat prepared by Cranston & Associates, dated December 6, 1966, and recorded in Realty Book 33-M, pages 884 in the Office of the Clerk of Superior Court of Richmond County, Georgia, for a more particular description of the metes, bounds and location of said property.

Also conveyed hereby are the easements described in a warranty deed from Irving E. Nimmons to Alternate Energy Resources, Inc., dated June 30, 1975, and recorded in Realty Reel 49, page 1364 in said Clerk's Office.

This conveyance is subject to easements to Georgia Power company described in the above referenced warranty deed.

This conveyance is further subject to a security deed from Alternate Energy Resources, Inc. to Irving E. Nimmons, dated June 30, 1975, and recorded in Realty Reel 49, pages 1367-1370 in said Clerk's office, and a security deed from Alternate Energy Resources, Inc. to First of Georgia Mortgage Company, dated September 25, 1978, and recorded in Realty Reel 100, pages 737-790 in said Clerk's Office.

Tract Two:

ALL that lot or parcel of land, together with all improvements thereon, situate, lying and being in the State of Georgia, Richmond County, City of Augusta, and being located on the south side of Walden Drive; to find the point of beginning, begin at the point along the center line of Walden Drive and extend therefrom in a southerly direction 193.6 feet to a point; thence south 07°01' east for a distance of 100 feet to a point; thence north 84°33' east for a distance of 40 feet to a point; thence south 10°35' east for distance of 164 feet to a point; thence south 84°35' west for a distance of 327.7 feet to a point; thence north 14° 18' east for a distance of 276.3 feet to a point; said point is the center line of a private road and thence continuing from said point north 04°33' east for a distance of 171.4 feet to a point, which is the point of beginning. Reference is hereby made to a plat attached to a security deed from Augusta Development Corporation to the Bank of Augusta, dated November 22, 1972, and recorded in Realty Reel 13, pages 2138-2142, for a more particular description of the metes, bounds and location of said property.

This conveyance is subject to a security deed from Alternate Energy Resources, Inc. to First of Georgia Mortgage Company, dated September 25, 1978, and recorded in Realty Reel 100, pages 787-790 in said Clerk's Office.

Tract Three:

ALL that lot or parcel of land, lying and being in Augusta, Richmond County, Georgia, on the south side of Walden Drive: To find the point of beginning, begin at a point along the center line of Walden Drive and extend therefrom in a southerly direction 193.6 feet to an iron pin which iron pin is the point of beginning; thence continue south 07°01' east 260.30 feet to an iron pin; thence south 84°35' west 70 feet to an iron pin; thence north 10°34' west 160.54 feet to an iron pin; thence south 84°33' west 40 feet to an iron pin; thence north 07° .01' west 100 feet to an iron pin; thence north 84°33' east 120 feet to an iron pin which is the point of beginning.

ALSO conveyed herein are all those ingress and egress easements and that ingress easement conveyed to Knox Realty Investment Corporation by warranty deed of the Federal Deposit Insurance Corporation, by instrument dated June 28, 1979, and recorded in the Office of Clerk of Superior Court of Richmond County, Georgia in Realty Reel 112, at page 2292-2293.

This conveyance is subject to a security deed from Alternate Energy Resources, Inc. to Knox Mortgage Company, dated December 23, 1981, and recorded in Realty Reel 146, pages 769-773 in the Office of the Clerk of Superior Court of Richmond County, Georgia.

The conveyance of Tracts One, Two, and Three are further subject to a deed to secure debt from Alternate Energy Resources, Inc. to CSRA Local Development Corporation, recorded in Realty Reel 197, pages 197-200, in said Clerk's Office.

Exhibit B – Map

APPENDIX K

APPENDIX K

Criteria for participating in settlement as *De Minimis* Party

Volume Sent to the Site
Between 25,000 and 100,000 gallons (and no more than 1,000 gallons of chlorinated solvents)
Less than 25,000 gallons (and no more than 10,000 gallons of chlorinated solvents)

Settling *De Minimis* Parties are being assessed a toxicity multiplier in order to account for their share of any chlorinated solvents sent to the Site. The toxicity multipliers are listed below:

Gallons of Chlorinated Solvents	Multiplier
5,000 to 7,500	3.00
2,500 to 4,999	2.75
1,000 to 2,499	2.50
500 to 999	2.25
250 to 499	2.00
100 to 249	1.75
50 to 99	1.50
Less than 50	1.25
0	1.00

APPENDIX K

Criteria for participating in settlement as *De Minimis* Party

Volume Sent to the Site
Between 25,000 and 100,000 gallons (and no more than 1,000 gallons of chlorinated solvents)
Less than 25,000 gallons (and no more than 10,000 gallons of chlorinated solvents)

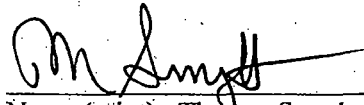
Settling *De Minimis* Parties are being assessed a toxicity multiplier in order to account for their share of any chlorinated solvents sent to the Site. The toxicity multipliers are listed below:

Gallons of Chlorinated Solvents	Multiplier
5,000 to 7,500	3.00
2,500 to 4,999	2.75
1,000 to 2,499	2.50
500 to 999	2.25
250 to 499	2.00
100 to 249	1.75
50 to 99	1.50
Less than 50	1.25
0	1.00

Signature Page for Consent Decree regarding the AER Superfund Site

FOR: AIRGAS CARBONIC, INC.

6-25-11
Date



Name (print): Thomas Smyth
Title: Vice President - Controller
Address: 259 North Radnor-Chester Rd., Suite 100
Radnor, PA 19087

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Robert F. Hecht
Title: Associate General Counsel
Address: 259 North Radnor-Chester Rd., Suite 100
Radnor, PA 19087
Phone: 610 - 902 - 6251
email: robert.hecht@airgas.com

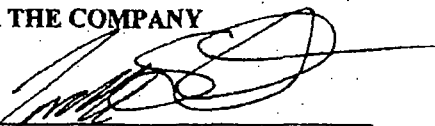
Atlantic
Aviation

Signature Page for Consent Decree regarding the AER Superfund Site

Atlantic Aviation
FOR THE COMPANY

7-28-11
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

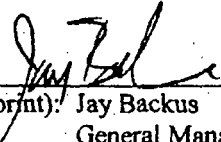

Name (print): Todd Smith
Title: Director - Risk Management
Address: 6504 International Pkwy
Suite 2400
Plano, TX 75093
Name (print):
Title:
Address: The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801
Phone: 302-777-0247
email:

Signature Page for Consent Decree regarding the AER Superfund Site

Augusta Newsprint Company

FOR THE COMPANY

6/22/11
Date


Name (print): Jay Backus

Title: General Manager

Address: Augusta Newsprint Company
2434 Doug Barnard Parkway
Augusta, GA 30906

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Jay Backus

Title: Mill Manager

Address: Augusta Newsprint Company
2434 Doug Barnard Parkway

Phone: Augusta, GA 30906

email: 706-798-3440, ext. 110

jay.backus@abitibibowater.com

June 28, 2011
Date

**FOR Baldor Electric Company (successor by
merger to Reliance Electric Company)**

Vance R. Litz
Name (print): Vance R. Litz
Title: Corporate Environmental Manager
**Address: Baldor Electric Company, 70 Reems
Creek Rd., Weaverville, NC 28787**
Phone: 828/645-1723
email: vrlitz@baldor.com

**Agent Authorized to Accept Service
on Behalf of Above-signed Party:**

Name (print): James D. Levine
Title: McKenna Long & Aldridge LLP
**Address: 303 Peachtree St., Suite 5300, Atlanta GA
30308**
Phone: 404/527-4090
email: jlevine@mckennalong.com

Signature Page for Consent Decree regarding the AER Superfund Site

BASF Catalysts LLC
(f/k/a Engelhard Corporation)

July 5, 2011

Nan Bernardo

Nan Bernardo
Senior Environmental Counsel
BASF Corporation
100 Campus Drive
Florham Park, NJ 07932

Agent Authorized to Accept Service
On behalf of BASF Catalysts LLC:

Nan Bernardo
Senior Environmental Counsel
BASF Corporation
100 Campus Drive
Florham Park, NJ 07932

*Bassett
Furniture*

Signature Page for Consent Decree regarding the AER Superfund Site

Bassett Furniture Industries, Inc. and its subsidiaries,
including Bassett Furniture Industries of North Carolina, LLC

FOR THE COMPANY

6/21/11
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

JM Daniel
Name (print):

Title: *VP + CAO*

Address: *PO Box 626*

Name (print): *Jay R. Hervey*

Title: *Vice President/General Counsel*

Address: *Bassett Furniture*

Phone: *3525 Fairystone Park Highway*

email: *Bassett, Virginia 24055*

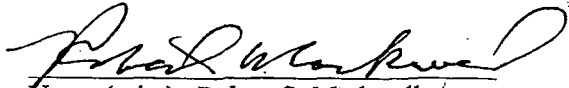
Phone: 276-629-6000

Email: jrhervey@bassettfurniture.com

Signature Page for Consent Decree regarding the AER Superfund Site

BEAZER EAST, INC. (f/k/a KOPPERS COMPANY, INC.)

6-23-11
Date


Name (print): Robert S. Markwell
Title: President
Address: One Oxford Centre, Suite 3000
301 Grant Street
Pittsburgh, Pennsylvania 15219

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Robert S. Markwell
Title: President
Address: One Oxford Centre, Suite 3000
301 Grant Street
Pittsburgh, Pennsylvania 15219
Phone: (412) 208-8812
email: Rob.Markwell@TRMI.biz

Signature Page for Consent Decree regarding the AER Superfund Site

FOR THE COMPANY: BP Products of North America, Inc.

June 20, 2011
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Paul F. Taylor

Name (print): Paul F. Taylor
Title: Strategy Manager – Remediation Mgmt.
Address: 501 Westlake Park Blvd., WL1 28.152C,
Houston, Texas 77079

Name (print): Paul F. Taylor
Title: Strategy Manager – Remediation Mgmt.
Address: 501 Westlake Park Blvd, WL1 28.152C,
Houston, Texas 77079
Phone: 281.366.6920
email: paul.taylor2@bp.com

COOPER
ENERGY

Signature Page for Consent Decree regarding the AER Superfund Site

Cameron International Corporation, f/k/a Cooper Energy
Services

FOR THE COMPANY

Jan 27 2011
Date



Name (print): Bruce Himmelreich

Title: Associate General Counsel

Address: 16250 Port Northwest Drive, Houston,

TX.

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Bruce Himmelreich

Title: Associate General Counsel

Address: 16250 Port Northwest Dr., Houston TX

77041

Phone: 713 354 4003

email: bruce.himmelreich@c-a-m.com

Signature Page for Consent Decree regarding the AER Superfund Site

FOR THE COMPANY *Carpenter Technology Corporation*

7/18/2011

Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

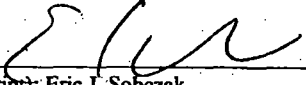
Carol L. Lowry
Name (print): *Carol L. Lowry*
Title: *Associate General Counsel*
Address: *101 W. Bern Street, Reading, PA 19601*

Name (print): Carol L. Lowry
Title: Associate General Counsel
Address: 101 W. Bern Street, Reading, PA 19601
Phone: 610-208-3253
email: clowry@cartech.com

**FOR CBS Corporation, Westinghouse Electric
Corporation and Viacom Inc.**

6/14/2011

Date


Name (print): Eric J. Sobczak
Title: Vice President, Associate General Counsel
Address: 20 Stanwix Street, Pittsburgh, PA 15222

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): William D. Wall
Title: Vice President, Senior Counsel
Address: 20 Stanwix Street, Pittsburgh, PA 15222
Phone: 412-642-3580
email: William.wall@cbs.com

Unocal

Signature Page for Consent Decree regarding the AER Superfund Site

**Chevron Environmental Management Company,
for itself and as Attorney in Fact for
Union Oil Company of California
and Texaco Inc.**

6/7/11
Date

Robert R. John
Name (print): Robert R. John
Title: Assistant Secretary
Address: 6001 Bollinger Canyon Road
San Ramon, California 94583

**Agent Authorized to Accept Service
on Behalf of Above-signed Party:**

Name (print): Corporation Service Company
Title:
Address: 40 Technology Pkwy. South, #300
Norcross, GA 30092
Phone: 800 222 2122
email:

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

in-interest to Cooper Industries Inc. FOR Cooper Industries, LLC for itself as successor-
liabilities of H.K. Porter + Cooper Air Tools, and Company as successor-in-interest to certain
and for Cooper Wiring Devices d/b/a Eagle Electric

7-26-11
Date

Bruce Taten
Signature

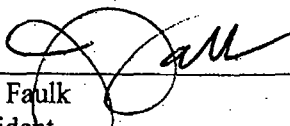
Name (print): Bruce Taten
Title: Vice President; Director
Address: 600 Travis St. Ste 500, Houston, TX 77004

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): The Corporation Trust Company
Title: _____
Address: Corporation Trust Center
1209 Orange St., Wilmington, DE 19801
Phone: 1-800-925-9916
email: _____

FOR CRANDALL CORPORATION

6/27/2011
Date



Jack Faulk
President
100 Rich Lex Drive
Lexington, SC 29072

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

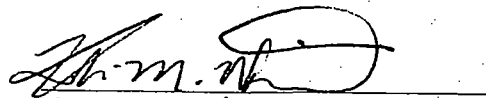
Christopher Harris
Attorney
1511 West Babcock Street
Bozeman, MT 59715
406-586-9902
gallating@aol.com

Signature Page for Consent Decree regarding the AER Superfund Site

FOR THE COMPANY

7/24/11
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:



Name (print): KORI M. WRIGHT
Title: CORPORATE COUNSEL CUMMINS INC.
Address: 1800 ONE AMERICAN SQUARE

INDIANAPOLIS, IN 46282
Name (print): KORI M. WRIGHT
Title: CORPORATE COUNSEL
Address: 1800 ONE AMERICAN SQ, INDIANAPOLIS, IN 46282
Phone: 317.694.8985
email: Kori.M.Wright@Cummins.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

For Emerson Electric Co. on behalf of itself and for its former Brooks Instrument Division and its former Daniel Measurement and Control Division (formerly operating as Fisher-Rosemount Petroleum Division; formerly operating as Brooks-Statesboro Division) (doing business as Daniel-Brooks Petroleum, Fisher-Rosemount Petroleum, Brooks Instrument, and Brooks Instrument Division)

July 28, 2011
Date

Timothy Westman
Vice President, Associate General Counsel
and Assistant Secretary

For Daniel Industries, Inc. (a wholly-owned subsidiary of Emerson Electric Co.)

Date _____

Robin C. Palmer, Esq.
General Counsel and Secretary

For Daniel Measurement and Control, Inc. (a wholly-owned subsidiary of Emerson Electric Co.)

Date _____

Robin C. Palmer, Esq.
General Counsel and Secretary

Agent Authorized to Accept Service on Behalf of Above-signed Parties:

William A. Wilcox, Jr.
Senior Associate
Pillsbury Winthrop Shaw Pittman LLP
2300 N St. NW
Washington, DC 20037
Phone: 202-663-9298
Email: William.wilcox@pillsburylaw.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

For Emerson Electric Co. on behalf of itself and for its Brooks Instrument Division and its former Daniel Measurement and Control Division (formerly operating as Fisher-Rosemount Petroleum Division; formerly operating as Brooks-Statesboro Division) (doing business as Daniel-Brooks Petroleum, Fisher-Rosemount Petroleum, Brooks Instrument, and Brooks Instrument Division)

Date

Timothy Westman
Vice President, Associate General Counsel
and Assistant Secretary

For Daniel Industries, Inc. (a wholly-owned subsidiary of Emerson Electric Co.)

July 18, 2011
Date

Robin C. Palmer
Robin C. Palmer, Esq.
General Counsel and Secretary

For Daniel Measurement and Control, Inc. (a wholly-owned subsidiary of Emerson Electric Co.)

July 18, 2011
Date

Robin C. Palmer
Robin C. Palmer, Esq.
General Counsel and Secretary

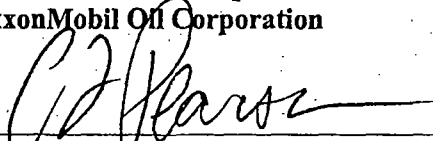
Agent Authorized to Accept Service on Behalf of Above-signed Parties:

William A. Wilcox, Jr.
Senior Associate
Pillsbury Winthrop Shaw Pittman LLP
2300 N St. NW
Washington, DC 20037
Phone: 202-663-9298
Email: William.wilcox@pillsburylaw.com

Signature Page for Consent Decree regarding the AER Superfund Site

7/19/11
Date

For Exxon Mobil Corporation and
ExxonMobil Oil Corporation



Name (print): Clifford L. Pearson
Title: Agent and Attorney in Fact
Address: 3225 Gallows Rd
Fairfax VA 22037

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

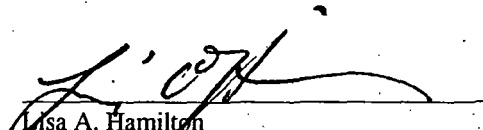
Name (print): Michael J. Skinner
Title: Consultant for ExxonMobil
Address: 230 Kings Highway East, #300
Haddonfield, NJ 08033
Phone: 856-429-5336
email: mjs@superfundmanagement.com

Signature Page for Consent Decree regarding the AER Superfund Site

FOR GENERAL ELECTRIC COMPANY

15 June 2011

Date


Lisa A. Hamilton
Manager, Mid-Atlantic, Southeastern and
Western Regions
GE Corporate Environmental Programs
640 Freedom Business Center
King of Prussia, PA 19406

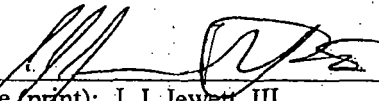
Agent Authorized to Accept Service
on Behalf of GE

C.T. Corporation System
1201 Peachtree Street NE
Atlanta GA 30361
(404) 965-3840

Signature Page for Consent Decree regarding the AER Superfund Site

**GIANT RESOURCE RECOVERY-ATTALLA, INC.
GIANT CEMENT COMPANY**

6/21/2011
Date

By: 
Name (print): J. J. Jewett, III
Title: Vice President, General Counsel & Secretary
Address: 320-D Midland Parkway
Summerville, SC 29485

Agent Authorized to Accept Service
on Behalf of Above-signed Parties:

Name (print): J. J. Jewett, III
Title: Vice President, General Counsel & Secretary
Address: 320-D Midland Parkway
Summerville, SC 29485
Phone: (843) 851-5678
email: (jjewett@gchi.com)

Signature Page for Consent Decree regarding the AER Superfund Site

7/5/11

Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

FOR GIW INDUSTRIES, INC

Thomas W. Mueller
THOMAS W. MUELLER

Name (print):

Title:

Address:

VP OPERATIONS

GIW Industries, Inc.
5000 Wrightsboro Road
Grovetown, Georgia 30813-9750

Name (print): Robert A. Mullins

Title:

Address:

Attorney for GIW
Mullins Law Firm, P.C.
1450 Greene Street, Suite 3600
Augusta, Georgia 30901

Phone:

(706) 724-1357

Email:

ram@themullinslawfirm.com

Joy Mining Machinery

Signature Page for Consent Decree regarding the AER Superfund Site

Goodman Conveyor

FOR THE COMPANY

GODMAN CONVEYOR

6-21-11
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

PAUL WINKLER

Name (print):

Title: EHS Director

Address: 177 Thorn Hill Rd

Name (print):

WARRENTDALE, PA 15086

Title: Paul Winkler

EHS Director

Address: 177 Thorn Hill Road, Warrentdale, PA 15086

Phone: 724-779-4517

email: pwinkler@joy.com


Gulfstream

Signature Page for Consent Decree regarding the AER Superfund Site

Gulfstream Aerospace Corporation

FOR THE COMPANY

June 17, 2011
Date


Name (print): Ira P. Berman
Title: Sr. VP, Administration & General Counsel
Address: 500 Gulfstream Rd.
Savannah, Georgia 31407

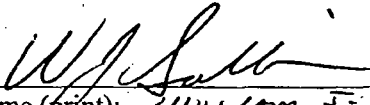
Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): E. Lynn Grayson
Title: Attorney
Address: 353 N. Clark Street
Chicago, Illinois 60654
Phone: (312) 923-2756
email: lgrayson@jenner.com

Signature Page for Consent Decree regarding the AER Superfund Site

**FOR THE COMPANY:
HOBART/PMI**

27 June 2011
Date


Name (print): WILLIAM J. SULLIVAN
Title: GROUP PRESIDENT
Address: Hobart/PMI c/o ITW
3600 West Lake Avenue
Glenview, IL 60026-1215

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Karen A. Mignone
Title: Counsel to Hobart/PMI
Address: Verrill Dana
201 Washington Street Suite 2330
Boston, MA 02108
Phone: 617 309 2600
email: kmignone@verrilldana.com

Honeywell

Signature Page for Consent Decree regarding the AER Superfund Site

Honeywell International Inc.

FOR THE COMPANY

6/30/11
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:



Name (print): John J. Morris

Title: Remediation Director

Address: 101 Columbia Rd
Morristown, NJ 07962

Name (print): Thomas Byrne, Esq.

Title: Chief Environmental Counsel, Law Department

Address: Honeywell International, Inc.,
101 Columbia Road, Morristown, NJ 07962

Phone: 973-455-2775

email: tom.byrne@honeywell.com

Signature Page for Consent Decree regarding the AER Superfund Site

FOR THE COMPANY

6-23-2011
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Marty Murphy - Hoover Precision Products
Name (print): Marty Murphy
Title: EHS Manager
Address: 2200 Pendley Rd.
Cumming GA 30041
Name (print): Marty Murphy
Title: Environmental Health and Safety Manager
Address: 2200 Pendley Road, Cumming, GA 30041
Phone: 770-781-6212
email: martymurphy@hooverprecision.com

American
Yard
Products
(Husqvarna)

Signature Page for Consent Decree regarding the AER Superfund Site

Husqvarna Consumer Outdoor Products N.A., Inc.,
as successor in interest to Husqvarna Outdoor
Products, Inc.

FOR THE COMPANY

Earl M. Bennett, VP

6/22/11

Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): *Earl M. Bennett, V.C.*

Title: *VICE PRESIDENT*

Address: *9335 Harris Corners Pkwy, Suite 500
Charlotte, NC 28269*

Name (print): Earl M. Bennett

Title: General Counsel

Address: 9335 Harris Corners Road

Phone: Charlotte, NC 28269

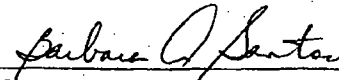
email: 704-921-7008

earl.bennett@husqvarna.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR INGERSOLL-RAND COMPANY
on behalf of THE TORRINGTON COMPANY

6/27/11
Date


Name (print): Barbara A. Santoro
Title: Secretary
Address: 1 Centennial Avenue, Piscataway, NJ 08855

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

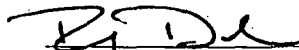
Name (print): Dawn Horst
Title: Manager, Global Environmental Programs
Address: 1 Centennial Avenue, Piscataway, NJ 08855
Phone: (732) 652-6723
email: dawn_horst@irco.com

Signature Page for Consent Decree regarding the AER Superfund Site

FOR INTERNATIONAL PAPER COMPANY

6/30/11

Date



Name (print): Ryan Dahl

Title: Senior Counsel, EHS&S

Address:

6400 Poplar Ave

Memphis, TN 38197

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Ryan Dahl

Title: Senior Counsel, EHS&S

Address:

6400 Poplar Ave

Memphis, TN 38197

Phone: (901) 419-4433

email: ryan.dahl@ipaper.com

Signature Page for Consent Decree regarding the AER Superfund Site
ITT Grinnell Inc. & ASCOA (Tyco)

FOR THE COMPANY

7-7-11
Date



Name (print): Chris Maxie

Title: Vice President

Address: One Town Center Road, Boca Raton, FL 33486

Agent Authorized to Accept Service Name (print): Stuart I. Rixman

on Behalf of Above-signed Party:

Title: Manager, EHS Compliance assurance & Remediation

Address: 9 Roszel Road, Princeton, NJ 08540

Phone: (609) 806-2202

email: srixman@tyco.com

Harris
Caloufic

Signature Page for Consent Decree regarding the AER Superfund Site

FOR THE COMPANY J.W. Harris Inc.

6/30/11
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

John Petkovsek
Name (print): John Petkovsek
Title: Director of EHS
Address: 22801 St. Clair Ave., Cleveland, Oh 44117
Name (print): CT Corporation System
Title:
Address: 1201 Peachtree Street, N.E., Atlanta GA 30361
Phone: (404) 888-6488
email:

Signature Page for Consent Decree regarding the AER Superfund Site

July 5, 2011
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

**FOR THE JACOBS CHUCK
MANUFACTURING COMPANY**

Carl S. Grabiniski

Name (print): Carl S. Grabiniski
Title: Vice President
Address: c/o Videojet Technologies, 1500 Mittel
Boulevard, Wood Dale, IL 60191

Name (print): Vance E. Drawdy
Title: Attorney at Law
Address: 300 North Main Street, Suite 500
Greenville, SC 29601
Phone: (864) 241 1840
email: vance.drawdy@ogletreedeakins.com

*Greenfield
(Kennametal)*

Signature Page for Consent Decree regarding the AER Superfund Site

Kennametal Inc., as successor to Greenfield Industries, Inc.

FOR THE COMPANY

06.28.11
Date

Kevin G. Nowe
Name (print): Kevin G. Nowe
Title: Vice-President, Secretary &
General Counsel
Address: 1600 Technology Way
Latrobe, PA 15650

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

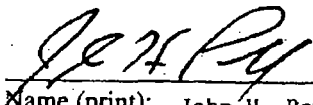
Name (print): Robert W. Thomson
Title: Attorney at Law
Address: Babst Calland
Two Gateway Center
Pittsburgh, PA 15222
Phone: 412.394.5656
email: rthomson@babstcalland.com

Signature Page for Consent Decree regarding the AER Superfund Site

06/30/2011
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

FOR THE COMPANY *KIMBERLY-CLARK*
CORPORATION


Name (print): John H. Pownall
Title: Mill Manager
Address: 246 Old Jackson Highway
Beech Island, SC 29842
Name (print): John H. Pownall
Title: Mill Manager
Address: Kimberly-Clark's Beech Island Mill
246 Old Jackson Highway, Beech Island, SC 29842
Phone: 803-827-6101
email: john.pownall@kcc.com

Lithonia
Lighting

Signature Page for Consent Decree regarding the AER Superfund Site

Lithonia Lighting

FOR THE COMPANY

6/20/11
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Kelvin R. Young
Name (print): Kelvin R. Young
Title: Director EHS
Address: Acuity Brands Lighting
1400 Lester Road, Conyers, GA 30012
Name (print): Kelvin R. Young
Title: Director of Environmental Health & Safety
Address: Acuity Brands Lighting
1400 Lester Road
Phone: Conyers, GA 30012
email: 770-860-2247
kelly.young@acuitybrands.com

*Springs
Industries Co*

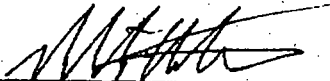
Signature Page for Consent Decree regarding the AER Superfund Site

M. Lowenstein Corporation; Springs Industries

FOR THE COMPANY

7-6-11
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

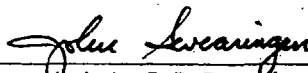

Name (print): *Philip A. CARTON*
Title: *CFO*
Address: *7549 Graber Road*
Middleton, WI 53562

Name (print): John Comerford
Title: Vice President and General Counsel
Address: Springs Window Fashions, LLC
7549 Graber Road
Phone: Middleton, WI 53562
email: 608-828-4467
john.comerford@springswindowfashions.com

Signature Page for Consent Decree regarding the AER Superfund Site

FOR MARATHON PETROLEUM COMPANY LP
By: MPC Investment LLC, its General Partner

2/13/11
Date


Name (print): J. S. Swearingen
Title: Vice-President, Health,
Environmental, Safety & Security
Address: 539 South Main Street
Findlay, Ohio 45840




Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Corporation Trust Center
Address: 1209 Orange Street
Wilmington, Delaware 19801
Phone: 302-658-7581

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR NASSAU METALS CORPORATION,
(f/k/a AT&T Nassau Metals Corp.), its parents,
affiliates, predecessors and successors in interest

7/28/2011
Date


Signature

Name (print): Patrick D. Morrison

Title: President

Address: Nassau Metals Corporation
c/o Alcatel-Lucent
600 Mountain Avenue
Murray Hill, NJ 07974

Agent(s) Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Stephen Louis Oberkrom

Title: Remediation Project Manager

Address: Alcatel-Lucent EH&S
1067 NW High Point Drive
Lee's Summit, MO 64081

Phone: (816) 282-8670

E-mail: Steve.Oberkrom@alcatel-lucent.com

- and -

Kathleen M. Whitby
Spencer Fane Britt & Browne LLP
1 North Brentwood, Suite 1000
St. Louis, MO 63105
314-333-3929 (direct dial)
314-863-7733 (switchboard)
314-862-4656 (fax)
kwhitby@spencerfane.com

N+N

Signature Page for Consent Decree regarding the AER Superfund Site

FOR THE COMPANY

6-26-11
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

William C Kelly Jr
Name (print): WILLIAM C KELLY JR
Title: VICE PRESIDENT
Address: 2000 WATERS EDGE DRIVE, JOHNSON CITY, TN

Name (print): Mary LeAnn Mynatt
Title: Counsel for NN, Inc.
Address: Baker, Donelson
Phone: 265 Brookview Centre Way
email: Suite 600
Knoxville, TN 37919
865-542-7206
lmynatt@bakerdonelson.com

Noble Oil

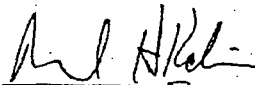
Signature Page for Consent Decree regarding the AER Superfund Site

Noble Oil Services, Inc.

FOR THE COMPANY

6/17/11
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:


Name (print): Richard H. Kalin
Title: Vice President
Address: 5617 Clyde Rhyne Dr
Sanford, North Carolina 27330

Name (print): Richard H. Kalin
Title: Vice President
Address: Noble Oil Services, Inc.
5617 Clyde Rhyne Drive, Sanford, NC 27330
Phone: 919-774-8180
email: rkalin@nobleoil.com

FOR Noramco, Inc.

Date

7/5/2011

Agent Authorized to Accept Service
On Behalf of Above-Signed Party:

Kathryn A. Meisel
Name (print): Kathryn A. Meisel

Title: Assistant Secretary

Address: One Johnson & Johnson Plaza
New Brunswick, NJ 08933

Name (print): Drinker Biddle & Reath
ATTN: Lori A. Mills, Esq.

Title: Attorneys for Noramco, Inc.

Address: Drinker Biddle & Reath LLP
105 College Road East, Suite 300
Princeton, NJ 08540

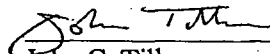
Phone: 609-716-6500

e-mail: lori.mills@dbr.com

NOVELIS CORPORATION (f/k/a Alcan Aluminum Corporation)

July 5, 2011

Date



John C. Tillman

Regional Counsel, North America

Novelis Corporation

Two Alliance Center

3560 Lenox Rd.

Atlanta, Georgia 30326

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Mark D. Kindt

Attorney-at-Law

16004 Detroit Ave., Suite 4

Lakewood, Ohio 44107

(216) 521-6024


mark.kindt@novelis.com

Signature Page for Consent Decree regarding the AER Superfund Site

6-29-11
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

FOR THE COMPANY
OD Technologies, Inc.
(formerly High Performance Tube, Inc.)


Name (print): John O'Donnell
Title: President
Address: See below

Name (print): Daniel D. Richardson
Title: Lewis, Longman & Walker, PA
Address: 245 Riverside Avenue, Suite 150
Jacksonville, Florida 32202
Phone: 904.353.6410
email: drichardson@llw-law.com

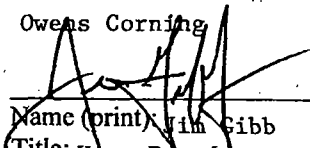
Signature Page for Consent Decree regarding the AER Superfund Site

06/26/2011
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

FOR THE COMPANY

Owens Corning


Name (print): Jim Gibb

Title: Vice President and Asst. General Counsel

Address: One Owens Corning Parkway
Toledo, Ohio 43659

Name (print): Paul Lewandowski

Title: Director, Regulatory Law

Address: One Owens Corning Parkway, Toledo, OH 43659

Phone: (419) 248-8000

email: paul.s.lewandowski@owenscorning.com

Signature Page for Consent Decree regarding the AER Superfund Site

7/5/11
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

FOR THE COMPANY: Perma-Fix of Orlando, Inc.
(f/k/a Chemical Conservation Corporation)


Name (print): Scott E. Ellis

Title: Bus., Gov. & Legal Affairs Manager

Address: 575 Oak Ridge Turnpike; Ste. 200

Oak Ridge, TN 37830

Name (print): Same

Title: Same

Address: Same

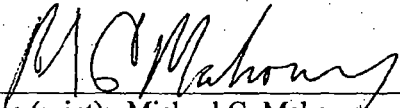
Phone: (865) 813-1331

email: sellis@perma-fix.com

Signature Page for Consent Decree regarding the AER Superfund Site

**FOR PFIZER INC ON BEHALF OF ITSELF
AND ITS SUBSIDIARIES INCLUDING
G. D. SEARLE LLC**

June 22 2011
Date


Name (print): Michael G. Mahoney
Title: Vice President and
Assistant General Counsel
Address: Environment, Health, & Safety
Legal Division
Pfizer Inc
235 East 42nd Street
New York, New York 10017


Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Michael P McThomas, Esq.
Title: Counsel for Pfizer Inc
Address: One Lee Hill Road
Andover, NJ 07821
Phone: 973-691-4711
Email: mpm@mmctlaw.com

Signature Page for Consent Decree regarding the AER Superfund Site

Date: 7/1/11

PHB, INC.

By: 
Name (print): John Hilbert
Title: President

PHB, Inc.
7900 West Ridge Road
Fairview, PA 16415
Telephone: (814) 474-5511
Telecopier: (814) 474-3091
Email: john.hilbert@phbcorp.com

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

**HAWKINS PARNELL THACKSTON
& YOUNG LLP**

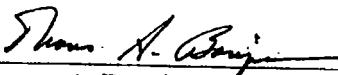

Carl H. Anderson, Jr.
Georgia Bar No. 016320

Attorneys for PHB, Inc.

4000 SunTrust Plaza
303 Peachtree Street, N.E.
Atlanta, GA 30308-3243
Telephone: (404) 614-7400
Telecopier: (404) 614-7500
Email: canderson@hptylaw.com

PLANTATION PIPE LINE COMPANY

7/6/11
Date


Thomas A. Bannigan
President
500 Dallas St., Suite 1000
Houston, TX 77002

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Jessica F. Toll
Assistant General Counsel
370 Van Gordon St.
Lakewood, CO 80228
(303) 763-3313
Jessica_toll@kindermorgan.com

Signature Page for Consent Decree regarding the AER Superfund Site

PLI SUCCESSOR CORP., f.k.a.
PIEDMONT LABORATORIES, INC.

6/30/11
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

RICHARD POLIFRONI
Name (print):
Title: VICE PRESIDENT - FINANCE
Address:

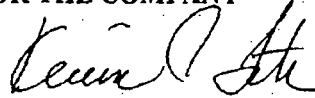
Name (print): Richard Polifroni
Title:
Address: 20 West King Street
Phone: Port Jervis, NY 12771
email:

Praxair

Signature Page for Consent Decree regarding the AER Superfund Site

Praxair, Inc.

FOR THE COMPANY



July 14, 2011

Date

Name (print): Kevin Foti

Title: Regional Vice President

Address: 39 Old Ridgebury Road
Danbury, CT 06810

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Michael Th. Bourque

Title: Assistant General Counsel, Global E&S

Address: 39 Old Ridgebury Road
Danbury, CT 06810

Phone: 203-837-2675

email: michael_bourque@praxair.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

Prysmian Power Cables and Systems, USA, LLC, as successor to Pirelli Cable Corporation and Pirelli Power Cables and Systems, USA, LLC (change of name)

FOR _____

Company

7-22-2011

Date

Scott R. Adams

Signature

Name (print): Scott R. Adams

Title: VP/Secretary

Address: 700 Industrial Drive
Lexington, SC 29072

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Scott R. Adams

Title: VP/Secretary

Address: 700 Industrial Drive
Lexington, SC 29072

Phone: 803.951.1048

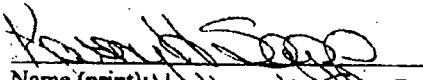
email: scott.adams@prysmian.com

Signature Page for Consent Decree regarding the AER Superfund Site

FOR THE COMPANY: R.E. Phelon Company, Inc.

07-01-11
Date

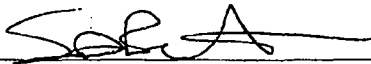
Agent Authorized to Accept Service
on Behalf of Above-signed Party:


Name (print): Kathy H. Sapp
Title: CFO
Address: 2063 University Parkway
Aiken, SC 29801
Name (print): Kathy H. Sapp
Title: CFO
Address: R.E. Phelon Company, Inc.
2063 University Parkway
Aiken, SC 29801
Phone: 803-643-4341
Email: ksapp@phelon.com

FOR RHEEM MANUFACTURING COMPANY

June 17, 2011

Date


Name (print): Scott Bates

Title: Corporate VP, Secretary & General Counsel

Address: 1100 Abernathy Road

Suite 1400

Atlanta, GA 30328

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Scott Bates

Title: Corporate VP, Secretary & General Counsel

Address: 1100 Abernathy Road

Suite 1400

Atlanta, GA 30328

Phone: (770) 351-3050

email: Scott.Bates@Rheem.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Rock-Tenn Company
Company

7/21/11
Date

X [Signature]
Signature

BX70

Name (print): GREG KING
Title: Vice President
Address: 504 Thrasher St, Norcross GA 30071

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Robert McIntosh
Title: Exec. V.P. & General Counsel
Address: Rock-Tenn Company
504 Thrasher St. Norcross, GA
Phone: 770-675-2917
email: b.mcintosh@rockten.com 30071


Signature Page for Consent Decree regarding the AER Superfund Site

FOR THE COMPANY

Ryder Truck Rental, Inc.

7.5.11

Date


Name (print): Sanford J. Hodges
Title: Senior Vice President & Deputy General Counsel
Address: 11690 NW 105 Street, Miami, FL 33178

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print):
Title: Same as above
Address:
Phone:
email:

Signature Page for Consent Decree regarding the AER Superfund Site

FOR THE COMPANY

SCANA Corporation on behalf of itself
and its Subsidiaries

1 July 11
Date

W. Keller Kissam
Name (print): W. Keller Kissam
Title: Senior Vice President SCE&G
Address: 220 Operation Way
Cayce, SC 29033


Agent Authorized to Accept Service
On Behalf of Above-signed Party:

Name (print): CSC Corporation
Address: 1703 Laurel Street
Columbia, SC 29201
Phone: 1-800-927-9801

Signature Page for Consent Decree regarding the AER Superfund Site

**SCHAEFFLER GROUP USA INC f/k/a INA
Bearing Company Inc. and as successor to
Andrews Bearing**

6-29-11
Date


Name (print): *Claus Bauer*
Title: *VP Group Finance NA*
Address: *308 Springhill Farm Rd*
Fort Mill, SC 29715

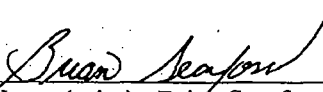
Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): *Robert E. Wick*
Title: *Assistant General Counsel*
Address: *308 Springhill Farm Rd, Fort Mill, SC*
Phone: *803-802-4095*
email: *Robert.Wick@schaeffler.com*

Signature Page for Consent Decree regarding the AER Superfund Site

FOR THE COMPANY

6-29-11
Date


Name (print): Brian Searfoss
Title: General Manager and
Senior Vice President
Address: Shakespeare Company, LLC
6111 Shakespeare Road
Columbia, SC 29223

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): David B. Skinner
Title: VP of Product Technology
Address: Shakespeare Company, LLC
3801 Westmore Drive
Columbia, SC 29223
Phone: 1-803-754-7011 x1493
email: dskinner@jardenmaterials.com

FOR SKF USA INC.

6/9/11
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Timothy D. Gifford
Name (print): TIMOTHY D. GIFFORD
Title: VICE PRESIDENT, GENERAL COUNSEL
& SECRETARY
Address: 890 FORTH FT. RD.
LANSDALE, PA 19446
Name (print): James D. Levine
Title: McKenna Long & Aldridge LLP
Address: 303 Peachtree St., Suite 5300, Atlanta GA
30308
Phone: 404/527-4090
email: jlevine@mckennalong.com

CONSENTED TO:

South Carolina Department of Transportation

By: *Pete Kulmala*
Name: PETE KULMALA
Title: ATTORNEY
Address: P.O. Box 705
Blairsville, SC 29812

on behalf of the SCDOT

Charles H. Tisdale
Charles H. Tisdale
Authorized Representative
on behalf of the Settling Performing
Defendants for the Alternate Energy
Resources, Inc. Superfund Site

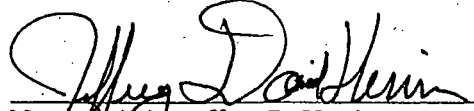
Southwire

Signature Page for Consent Decree regarding the AER Superfund Site

6/28/2011
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

FOR SOUTHWIRE COMPANY



Name (print): Jeffrey D. Herrin
Title: Executive Vice-President - Operations
Address: One Southwire Drive
Carrollton GA 30119

Name (print): Floyd W. Smith
Title: General Counsel
Address: One Southwire Drive
Carrollton GA 30119
Phone: (770) 832-5712
email: floyd_smith@southwire.com

Signature Page for Consent Decree regarding the AER Superfund Site

FOR THE COMPANY - *Stevens Aviation, Inc.*

6/28/11
Date

Neal McGrath

Name (print): *Neal McGrath*

Title: *COO*

Address: *600 Delaware St., Greenville, SC 29605*

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): *Mona O'Bryant*

Title: *Smith Moore Leatherwood LLP*

Address: *300 N Greene St, Ste 1400*

Phone: *Greensboro, NC 27401*

email: *(336) 378-5237*

Mona.O'Bryant@Smithmoorelaw.com

6/10/11
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

FOR THERMAL CERAMICS, INC.



Name (print): Fred Wollman
Title: Director
Address: 4000 West Chase Blvd, Suite 170
Raleigh, NC 27607

Name (print): Phillip E. Hoover
Title: Attorney for Thermal Ceramics, Inc.
Address: Smith, Gambrell & Russell, LLP
Phone: 1230 Peachtree Street, N.E., Suite 3100
Atlanta, GA 30309-3592
email: 404 815 3769
pehoover@sgrlaw.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR THERMO KING CORPORATION

6/27/11

Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:



Name (print): Barbara A. Santoro

Title: Secretary

Address: 1 Centennial Avenue, Piscataway, NJ 08855

Name (print): Dawn Horst

Title: Manager, Global Environmental Programs

Address: 1 Centennial Avenue, Piscataway, NJ 08855

Phone: (732) 652-6723

email: dawn_horst@irco.com

TransMontaigne

Signature Page for Consent Decree regarding the AER Superfund Site

FOR THE COMPANY

7-5-2011

Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Dudley Tarlton

Name (print):

Title: *VP-ES&H*

Address: *1670 Broadway Ste 3100
Denver, CO 80202*

Name (print):

CT Services

Title:

Address: *1675 Broadway Denver CO
80202*

Phone: *303 629 2500*

email:

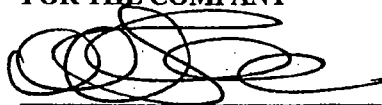
Signature Page for Consent Decree regarding the AER Superfund Site

FOR THE COMPANY

7/5/11

Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:



Name (print): MICHELLE ULICK ROSENTHAL
Title: COUNSEL FOR UNIVAR USA INC., FKA APPERSON
Address: 17425 NE UNION HILL ROAD CHEMICALS
REDMOND, WA 98052

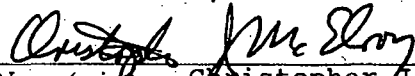
Name (print): CAMERON CULLEN
Title: CT CORPORATION SYSTEM
Address: 819 WEST SEVENTH STREET, LOS ANGELES, CA
Phone: (213) 337-4615 90017
email: CAMERON.CULLEN@WOLTERSKLUWER.COM

Signature Page for Consent Decree regarding the AER Superfund Site

July 15, 2011
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

FOR THE COMPANY
USG INTERIORS, INC.


Name (print): Christopher J. McElroy
Title: Assistant General Counsel
Address: 550 W. Adams Street
Chicago, IL 60661

Name (print): Stanley L. Ferguson
Title: Vice President & General Counsel
Address: 550 W. Adams Street
Phone: Chicago, IL 60661
email: (312) 436-5387
sferguson@usg.com

Signature Page for Consent Decree regarding the AER Superfund Site

FOR VALENITE, LLC

7/1/11
Date

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Annette E. Maskal
Name (print): Annette E. Maskal
Title: Assistant Treasurer
Address: 1702 Nevins Road, Fair Lawn, NJ 07410

Name (print): Joan Sasine
Title: Partner, Bryan Cave LLC
Address: One Atlantic Center, 14th Floor,
1201 West Peachtree Street, NW
Atlanta, GA 30309-3488
Phone: 404-572-6647
email: Joan.Sasine@bryancave.com

Signature Page for Consent Decree regarding the AER Superfund Site

ZF Industries LLC
FOR THE COMPANY

07/01/11
Date



Name (print): Allan Currie
Title: Chief Tax Officer

Address: 15811 Centennial Drive, Northville, MI

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Allan Currie
Title: Chief Tax Officer

Address: 15811 Centennial Drive, Northville, MI

Phone: 734-207-7384

email: allan.currie@zf.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR 3M Company
Company

7-20-11
Date

R.A. Paschke
Signature

Name (print): Robert A. Paschke
Title: Manager Corporate Environmental Programs
Address: 3M Center, Building 223-2S-31
St. Paul, MN 55144

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): John D. Ostergren
Title: Counsel
Address: 3M Center, Building 220-9E-02
St. Paul, MN 55144
Phone: 651-733-0506
email: jostergren@mmm.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR A c M Products Manufacturing Company
Company

8/23/11
Date

[Signature]
Signature

Name (print): Angela C. Hilt
Title: Vice President - Secretary
Address: 1221 Broadway, Oakland, CA 94612

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): CT Corporation
Title: _____
Address: 1201 Orange Street
Wilmington, Delaware 19801
Phone: N/A
email: N/A

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR A+W Oil & Tank Co., Inc.
Company

7/8/11
Date

John C. Sylvester
Signature

Name (print): John C. Sylvester
Title: PRESIDENT
Address: 1101 North Liberty Street
Waynesboro, GA 30830

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: _____
Address: Barbara H. Gallo _____
gallo@khlawfirm.com _____
(404) 888-9700 _____
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR A.B. Beverage Co Inc
Company

7/19/11
Date

[Signature]
Signature

Name (print): Doug Varnado
Title: Vice President / General Manager
Address: 665 Industrial Park Drive
Kennesaw 30142

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700

Phone: _____
email: _____

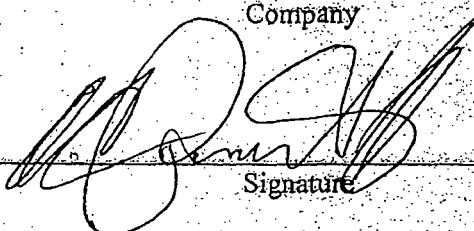
KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR A.C. Proctors Paint & Body
Company

7-25-11
Date


Signature

Name (print): Carroll Proctor
Title: Owner
Address: 3011 Milledgeville Rd.
Augusta, Ga. 30904

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): David Bell
Title: Attorney
Address: 1019 Greene St.
Augusta, Ga 30903-1011
Phone: 706-724-1882
email: davidbell@davidbelllawfirm.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR AAA SIGN CO. INC.
Company
AUGUSTA, GA

7-27-11
Date

[Signature]
Signature

Name (print): RAY PETERS JR
Title: PRES
Address: 2015 Westside DR
AUGUSTA, GA 30907

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): RAY PETERS JR
Title: PRES
Address: 2015 WESTSIDE DR
AUGUSTA, GA 30907
Phone: 706-860-6890
email: rayp@aaa.signco.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Abbott Laboratories
Company

7/21/11
Date

Robert Morrison
Signature

Name (print): Robert D. Morrison
Title: VP GENSAE
Address: 200 Abbott Park Road
Abbott Park, IL
60064-6212

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR ABC COMPOUNDING CO., INC
Company

07.08.2011
Date

Swalben, President
Signature

Name (print): STEPHEN P. WALKER
Title: PRESIDENT
Address: 6790 JONESBORO RD
NORROW, GA 30260

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

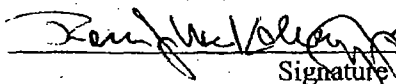
United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR ADEM MOTORS

Company

08 July 2011

Date



Signature

Name (print): Ross J. McKelvey, Jr., Esquire

Title: Attorney for Adem Motors

Address: 2401 East Atlantic Blvd./ Suite #210

Pompano Beach, FL 33062

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Ross J. McKelvey, JR.

Title: Attorney for Adem Motors

Address: 2401 East Atlantic Blvd./ Suite #210

Pompano Beach, FL 33062

Phone: 965-785-6423

email: RJMESQUIRE@aol.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Advance Forming

Company



Signature

July 29, 2011

Date

Name (print): Penny Hutner

Title: President

Address: 200 Heartland Blvd., Edgewood, NY 11717

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____

Title: _____ Barbara H. Gallo

Address: _____ gallo@khlawfirm.com

_____ (404) 888-9700

Phone: _____

email: _____

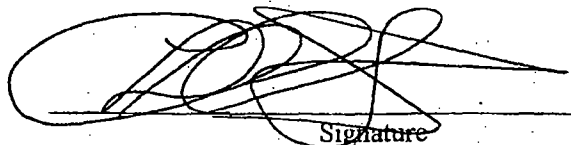
KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Aiken Aviation
Company

7/22/11
Date


Signature

Name (print): Charles C. Stebbins, III
Title: Attorney
Address: P.O. Box 1495, Augusta, GA 30903

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Same as above
Title: _____
Address: _____
Phone: 706-722-7543
email: cstebbins@wtsmlaw.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR AIKEN COUNTY, SOUTH CAROLINA
Company

7/12/11
Date

Rennie Young
Signature

Name (print): RENNIE YOUNG
Title: COUNTY COUNCIL CHAIRMAN
Address: 736 RICHLAND AVE, W
AIKEN, SC 29801

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____
email: _____

KH

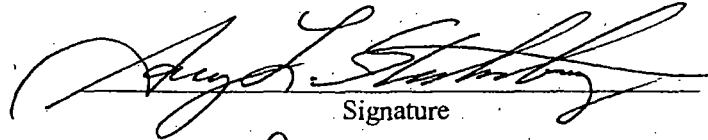
KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Aiken Electric Cooperative, Inc.
Company

7-21-11

Date


Signature

Name (print): Gary L. Stooksbury

Title: CEO

Address: P.O. Box 417, Aiken, SC 29802

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print):

Title: Barbara H. Gallo

Address: gallo@khlawfirm.com

(404) 888-9700

Phone:

email:

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Aiken Motorcycle Sales
Company & Service, Inc.

7-22-11
Date

Marsha J. Hopkins
Signature

Name (print): Marsha T. Hopkins
Title: VP
Address: 2129 Whiskey Rd
Aiken, S.C. 29803

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____
email: _____

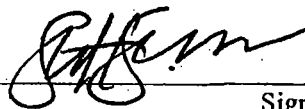
KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR AIKEN REGIONAL MEDICAL CENTER
Company

7/25/11
Date



Signature

Name (print): SCOTT SCHINTGEN

Title: ASSOCIATE GENERAL COUNSEL

Address: 110 WESTWOOD PLACE, BRENTWOOD, TN 37027

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): CT CORPORATION SYSTEM

Title:

Address: 2 OFFICE PARK COURT, SUITE 103
COLUMBIA, SC 29223

Phone:

email:

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Aiken Technical College

Company

IRF #: 76360

7/29/11
Date

Pete Kulmala
Signature

Name (print): Pete Kulmala

Title: Attorney

Address: PO Box 705 Barnwell, SC 29812

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Pete Kulmala

Title: Attorney

Address: PO Box 705

Barnwell, SC 29812

Phone: (803) 259-5531

email: petekulmala@hotmail.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR AIR LIQUIDE AMERICA SPECIALTY GASES LLC
Company

8/12/11
Date

Stephen Dziak
Signature

Name (print): STEPHEN DZIAK
Title: PRESIDENT
Address: 6141 EASTON RD P0001310
PLUMSTEADVILLE PA 18944-0310

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Stephanie Payne
Title: Assistant General Counsel
Address: Air Liquide USA
2700 Post Oak Blvd, Suite 1800
Phone: Houston, TX 77056
email: 7136248337
stephanie.payne@airliquide.com

Valchem

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Air Products and Chemicals, Inc.
Company

6 July 2011

Date


Signature

Name (print): Todd Solodar

Title: Attorney

Address: Air Products and Chemicals, Inc.
7201 Hamilton Blvd.
Allentown, PA 18195-1501

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Todd Solodar

Title: Attorney

Address: Air Products and Chemicals, Inc.
7201 Hamilton Blvd., Allentown, PA 18195-1501
Phone: 610-481-2558
email: solodate@airproducts.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR AKZO NOBEL / EKA CHEMICALS
Company

11 July 2011
Date

Michel Gregoire
Signature

Name (print): MICHEL GREGOIRE
Title: VICE PRESIDENT FINANCE
Address: 1775 WEST OAK COMMONS CT
MARIETTA GA USA

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Debra J. Rubenstein
Title: Senior Regulatory Counsel
Address: 120 White Plains Road, Suite 300
Tarrytown, NY 10591-5622
Phone: 914-333-7188
email: debra.rubenstein@akzonobel.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Akzo Nobel Paints LLC for
ICI Paints
Company

July 11, 2011
Date


Signature

Name (print): Charles SK Sudder
Title: Vice President & Secretary
Address: 120 White Plains Road Suite 120
Tarrytown, NY 10591-5522

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Debra J. Rubenstein
Title: Senior Regulatory Counsel
Address: 120 White Plains Road
Suite 300, Tarrytown, NY 10591-5522
Phone: 914 333-7488
email: debra.rubenstein@akzonobel.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Alchem Chemical Co.
Company

7/29/2011
Date

C. B. Whitaker III
Signature

Name (print): C. B. Whitaker III
Title: President
Address: 5360 Talane Dr.
Atlanta, GA. 30326

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone : _____
email : _____
KH
KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR All Children's Hospital, Inc.
Company

7/15/2011
Date

Nancy Templin
Signature

Name (print): Nancy Templin
Title: Chief Financial Officer
Address: 501 Sixth Avenue South
St. Petersburg, FL 33701

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): R. Donald Mastry, Esq.
Address: Trenam Kemker
200 Central Avenue, Ste. 1600
St. Petersburg, FL 33701
Phone: 727-824-6140
Email: dmastry@trenam.com

Julie C.
Approved Legal - ACH

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR ALL PURPOSE ADHESIVES

Company

7-5-11
Date



Signature

Name (print): VAN CORNETT

Title: CORPORATE SECRETARY

Address: 2424 LAKELAND RD., DALTON, GA 30719

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____

email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Allied Technology Group, Inc
Company

07/29/2011
Date

Stanley Zimmerman
(Signature)

Name (print): Stanley Zimmerman
Title: General Counsel
Address: 1803 Reservoir Blvd
Suite 601 Rockville MD 20850

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Bailey Walsh
Title: COA
Address: 1803 Reservoir Blvd Suite 601
Rockville MD 20850
Phone: 301 309 1234
email: szim@comcast.net

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Alma Machinery Company
Company

7-27-11
Date

[Signature]
Signature

Name (print): JAMES F. Walters
Title: President
Address: 3761 E. EDSWORTH RD
Ann Arbor, Mich. 48108

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone: _____
email: _____



KREVOLIN HORST LLC
One Atlantic Center
1201 W Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Alsay Incorporated
Company

07/05/11
Date

Joe Slavik
Signature

Name (print): Joe Slavik
Title: Assistant Secretary
Address: 6615 Gant Rd., Houston, TX 77066.

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: KREVOLIN HORST LLC
email: One Atlantic Center
KH 1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Altec Industries, Inc.

Company

7 July 2011
Date

B. W. Stainbrook

Signature

Name (print): BRUCE W. STAINBROOK

Title: CORPORATE ENVIRONMENTAL MANAGER

Address: 210 Inverness Center Drive, Birmingham, AL
35242

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo

Title: gallo@khlawfirm.com

Address: (404) 888-9700

Phone: _____

email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Altman DOGGE
Company

7/8/2011
Date

[Signature]
Signature

Name (print): Timothy J. Hallice
Title: Director of Risk Management
Address: 6415 Inglewood Road, Charlotte, NC 28212

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR AMBAC INTERNATIONAL

Company

JULY 14, 2011

Date


Signature

Name (print): RAYMOND T. ISHERWOOD

Title: PRESIDENT

Address: 910 SPEARS CREEK CT, ELGIN, SC 29045

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): SAME

Title: SAME

Address: SAME

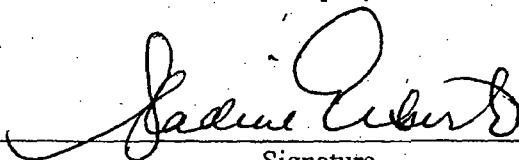
Phone: 803-462-9610

email: RTISH1@AOL.COM

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR American Eagle Wheel Corporation
Company

7/12/2011
Date


Signature

Name (print): NADINE ELBERTSE
Title: HR/LOSS CONTROL
Address: 7780 Park Place Road
York SC 29745

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Johanna Elbertse
Title: Counsel
Address: 390 Greystone Pt. Ct.
Lake Wylie SC 29710
Phone: 803.628.1803
email: nelbertse@earthlink.net

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

American Family Life Assurance
FOR Company of Columbus (Aflac)
Company

7/11/2011
Date

Arthur L. Smith
Signature

Name (print): Arthur L. Smith, III
Title: Vice President/Sr. Asso. Counsel
Address: 1932 Wynnton Road
Columbus, GA 31999

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: _____ Barbara H. Gallo _____
Address: _____ gallo@khlawfirm.com _____
_____ (404) 888-9700 _____
Phone: _____
email: _____

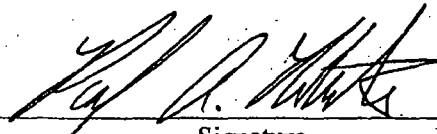
KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR AMERICAN TOWER CORPORATION
Company

JULY 21, 2011
Date


Signature

Name (print): PAUL A. ROBERTS
Title: VP, COMPLIANCE
Address: 400 REGENCY FOREST DRIVE
CARY, NC 27518

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): J. BARTON SEITZ
Title: PARTNER - BAKER BOTTS L.L.P.
Address: 1299 PENNSYLVANIA AVE, NW - THE WARNER
WASHINGTON, DC 20004-2400
Phone: 202-639-7895
email: bart.seitz@bakerbotts.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Analysts, Inc.
Company

July 18, 2011
Date

Mich D Forgeron
Signature

Name (print): Michael D. Forgeron
Title: President
Address: 3401 Jack Northrop
Hawthorne, CA 90250

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Anderson Brothers
Company

7-8-11
Date

G. Bruce Elwell
Signature

Name (print): G. BRUCE ELWELL
Title: CONTROLLER
Address: 1711 HWY 86, P.O. BOX 386
PIEDMONT, SC 29673

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): G. BRUCE ELWELL
Title: CONTROLLER
Address: 1711 HWY 86, P.O. BOX 386
PIEDMONT, SC 29673
Phone: (864) 845-6888
email: INFO@ABFLEETSERVICES.COM

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Andrew Corporation (Andrew LLC)
Company

7/15/2011
Date

Joe Kvetensky
Signature

Name (print): JOE KVETENSKY
Title: ENVIRONMENTAL ENGINEER
Address: 12500 I ST
OMAHA NE 68137

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Andy's Automotive
Company

7/25/2011
Date

William A. Pate
Signature

Name (print): William A. Pate
Title: CEO / CFO
Address: 4099 Business Park CT
Evans, GA 30809-3668

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): William A. Pate
Title: Registered Agent
Address: 6488 Carriage Lane
Harlem Ga 30814
Phone: 706-556-1948
email: andypate@knowledge.NET

United Switch

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR ANSALDO STS USA, INC.
Company

July 19, 2011
Date

Thomas P. Lawton III
Signature

Name (print): THOMAS P. LAWTON III
Title: VP & GENERAL COUNSEL
Address: 1000 TECHNOLOGY DR. PITTSBURGH PA 15219

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): THOMAS P. LAWTON III
Title: VP & GENERAL COUNSEL
Address: 1000 TECHNOLOGY DR.
PITTSBURGH, PA 15219
Phone: 412 688 2273
email: thomas.lawton@ansaldo-sts.us

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

ARAMARK Uniform & Career Apparel, LLC f/k/a

FOR ARATEX Services, Inc.
Company

7/21/11
Date


Signature

Name (print): David Michaelson
Title: Vice President
Address: 115 N. 1st. St., Burbank, CA 91502

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): C T Corporation System
Title: Registered Agent for Service of Process
Address: 1201 Peachtree St. NE
Atlanta, GA 30361
Phone: (404) 870-9092
email: N/A

Please also send a copy to:

ARAMARK Uniform & Career Apparel, LLC
Attn: Legal Department
115 North First Street
Burbank, CA 91502
(818) 953-4534

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

Architectural Metal Fabricators, Inc.
30 Enterprise Blvd., SW
Atlanta, Georgia 30336

FOR _____

Company

July 15, 2011
Date

John R. Coltharp
Signature

Name (print): JOHN R. COLTHARP
Title: PRESIDENT
Address: 30 ENTERPRISE BLVD. ATL GA. 30336

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): JOHN R. COLTHARP
Title: PRESIDENT
Address: 30 ENTERPRISE BLVD.
ATL GA. 30336
Phone: 404-691-6778
email: JASDAMF@BELLSOUTH.NET

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR ARMOUR ECKRICH

Company

7/6/11
Date

Michael Cole
Signature

Name (print): MICHAEL COLE
Title: VP / SECRETARY
Address: _____

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Michael H. Cole
Title: Vice President/Chief Legal Officer and Secretary
Address: 200 Commerce St.
Smithfield, VA 23430
Phone: 757-365-3030
email: michaelcole@smithfieldfoods.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR ARMSTRONG WORLD INDUSTRIES
Company

July 13, 2011
Date

[Signature]
Signature
Name (print): Steven J. Pfeifferberger
Title: VP Corp. EHS
Address: 2500 Columbia Ave
Lancaster, PA 17604

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Arnold Palmer Cadillac
Company

7/8/2011
Date

[Signature]
Signature

Name (print): Timothy J. Hallice
Title: Director of Risk Management
Address: 6415 Indewild Road, Charlotte, NC 28212

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Arrington's Auto Sales
Company

7-15-2011
Date

Marion N. Arrington
Signature

Name (print): Marion N. Arrington
Title: Vice President
Address: 2801 Deans Bridge Rd. Augusta, Ga. 30906

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR ASCO Valve Manufacturing, LLC
(aka ASCO Valve) ^{Company} (aka Automatic Switch)

July 28, 2011
Date

Timothy G. Westman
Signature

Name (print): TIMOTHY G. WESTMAN
Title: ASSISTANT SECRETARY
Address: _____

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): William Wilcox
Title: Attorney
Address: Pillsbury Winthrop
2300 N St. NW, Washington, DC 20037
Phone: 202-663-9298
email: william.wilcox@pillsburylaw.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Ashville Metal Finishing, Inc.
Company

July 20, 2011
Date

Thomas Israel
Signature

Name (print): Thomas Israel
Title: General Manager
Address: 170 Clingman Ave. Asheville NC 28801

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Barbara H. Gallo
Name (print): gallo@khlawfirm.com
Title: (404) 888-9700
Address: _____

Phone: _____

KH

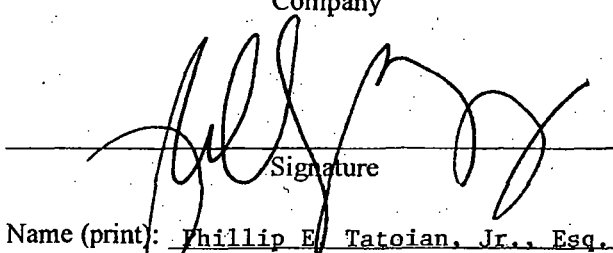
KREVOLIN MORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30308

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Asplundh Tree Expert Co.

Company

7/12/11
Date


Signature

Name (print): Phillip E. Tatoian, Jr., Esq.

Title: Vice President and General Counsel

Address: 708 Blair Mill Rd., Willow Grove, PA 19090

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____

Title: _____

Address: _____

Phone: _____

email: _____

Barbara H. Gallo
gallo@khlawfirm.com
(404) 888-9700

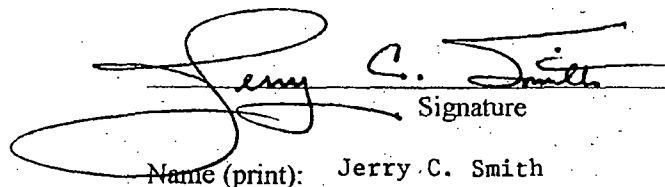
KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Associated Petroleum Carriers. Inc.
Company

07/27/2011
Date


Signature

Name (print): Jerry C. Smith
Title: General Manager
Address: 1746 Union St., Spartanburg, SC 29304-2808

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Wendell C. Cantrell
Title: Attorney, Odom Law Firm
Address: P.O. Box 5504
Spartanburg, SC 29304-5504
Phone: 864-582-6776
email: wendell@odomlawsc.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Aster Johnson, successor to Aster Hill
Company

July 25, 2011
Date

James M. Gibson
Signature

Name (print): James M. Gibson
Title: General Counsel & Secretary
Address: ~~4399~~ 4399 Corporate Road, Chas, SC 29405

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Ben A. Hagood, Jr.
Title: Hagood & Kerr, PA
Address: 654 Coleman Blvd., Suite 100
Mt. Pleasant, SC 29464
Phone: (843) 972-1000
email: bhagood@hagoodkerr.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR ASTRO PAK CORPORATION
Company

7-6-11
Date

Dean R. Dressler
Signature

Name (print): DEAN R. DRESSLER
Title: VP
Address: _____

ASTRO PAK CORPORATION
270 E BAKER ST SUITE 100
COSTA MESA, CA 92626

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR ATC Collision
Company

7-12-2011
Date

[Signature]
Signature

Name (print): TONY D. MURPHY
Title: CO OWNER
Address: 1785 AIRPORT IND PARK DR.
MARIETTA GA. 30060

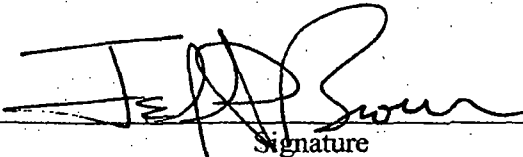
Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): LARRY MURPHY
Title: CO OWNER
Address: 1785 AIRPORT IND PARK DR.
MARIETTA GA. 30060
Phone: (770) 952-3359
email: ATCCollision@gmail.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Atlanta Gas Light Company
Company

7-21-11
Date


Signature

Name (print): Jeffrey P. Brown
Title: Vice President & Assoc. General Counsel
Address: AGL Resources, Inc.
10 Peachtree Place, Location 1470
Atlanta, GA 30309

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Edward A. Kazmarek, Attorney
Title: Kazmarek Geiger & Laseter LLP
Address: 3490 Piedmont Road NE, Suite 350
Atlanta, GA 30305
Phone: 404-812-0840
email: skazmarek@kglatorneys.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Atlanta Road Body Shop Inc.
Company

7/7/11
Date

Dempsey Moseley
Signature

Name (print): Dempsey Moseley
Title: President
Address: 2300 Atlanta Road
Smylea, Ga 30080

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Augusta BMW
Taylor BMW
Company

7/29/14
Date

John M. Davis Jr.
Signature

Name (print): _____
Title: _____
Address: _____

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone : _____
email : **KH** **KREVOLIN HORST LLC**
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

E mail: davis @ Kh Law firm . Com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Augusta Country Club, Inc
Company

7-14-2011

Date

Henry F. Marburger
Signature

Name (print): HENRY F. MARBURGER
Title: General Manager
Address: 655 Milledge Road, Augusta, GA 30904

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Hull Barrett, PC

Name: Darren G. Meadows
Title: Partner
Address: 801 Broad Street, 7th Floor
Augusta, GA 30901
Phone: (706) 722-4481
Email: dmeadows@hullbarrett.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

Atlanta Fork Lifts, Inc.
FOR f/k/a Augusta Fork Lift
Company

July 15, 2011
Date

E. Sean Griggs
Signature

Name (print): E. Sean Griggs
Title: Attorney
Address: See below

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): E. Sean Griggs
Title: Attorney
Address: Barnes & Thornburg LLP
11 S. Meridian Street, Indianapolis, IN 46204
Phone: 317-236-1313
email: sgriggs@btlaw.com

St. Joseph Hosp
Trinity Hosp.

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Augusta Hospital, LLC
Company

7/15/11
Date

[Signature]
Signature

Name (print): Rachel A. Seifert
Title: Executive Vice President & Secretary
Address: 4000 Meridian Blvd Franklin, TN 37067

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Corporation Service Company
Title: Registered Agent
Address: 40 Technology Pkwy South
#300 Norcross, GA 30092
Phone: _____
email: _____

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Augusta Hyundai / Taylor Hyundai
Company

8-11-11
Date

R Taylor
Signature

Name (print): R TAYLOR
Title: VP
Address: 3233 Washington Rd Augusta GA 30907

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Augusta Industrial Coatings, Inc.
Company

7/6/11

Date

[Signature]

Signature

Name (print): William R. Kirkland
Title: President / CEO
Address: 911 Hayes Drive Augusta GA 30901

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____

email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Augusta Industrial Services, Inc.
Company

7-6-11
Date

Gordon B. Hardy
Signature

Name (print): GORDON B. HARDY
Title: VICE PRESIDENT
Address: P.O. Box 6630
AUGUSTA, GA 30916

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Augusta Iron & Steel Works, Inc
Company

July 26, 2011
Date

Albert Metzel
Signature

Name (print): Albert Metzel
Title: Executive Vice-President
Address: SEE BELOW

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Albert Metzel
Title: Executive Vice-President
Address: ① 3781 Martinez Boulevard
Augusta, Ga 30907
Phone: 706-860-7719
email: al@augustairon.com

→ ② P.O. Box 212479
Augusta, Ga 30917

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Augusta National, Inc.
Company

July 6, 2011
Date

Brent H. Morris
Signature

Name (print): Brent H. Morris
Title: Safety Manager
Address: 2604 Washington Road
Augusta, GA 30904

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Hull Barrett, PC

Name: Darren G. Meadows
Title: Partner
Address: 801 Broad Street, 7th Floor
Augusta, GA 30901
Phone: (706) 722-4481
Email: dmeadows@hullbarrett.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Augusta Service Company, Inc
Company

7/6/11
Date

Kristen Bowers
Signature

Name (print): Kristen Bowers
Title: Controller
Address: PO Box 2186 Augusta, Ga. 30903

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Augusta Southern Nations, Inc
Company

7-12-11

Date

Dayton L. Sherouse
Signature

Name (print): Dayton L. Sherouse
Title: Chairman
Address: P.O. Box 1169
Augusta GA 30913

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Krevdin Horst LLC
Title: Doris L. Mazlock / Barbara H. Gaillo
Address: 1201 W. Peachtree Street NW Suite 3250
Atlanta GA 30309
Phone: 404.888.9700
email: done@khlawfirm.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

AUGUSTA TRANSPORTATION, INC.
P.O. BOX 1867
FOR AUGUSTA, GA 30902-1867
Company

07-06-2011
Date

Melton E. Rhodes Jr
Signature

Name (print): Melton E. Rhodes, Jr
Title: Chairman / CEO
Address: P.O. Box 1867, Augusta GA 30903

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Melton E. Rhodes Jr
Title: Chairman / CEO
Address: 3205 Candace Drive
Augusta, GA 30909
Phone: (706) 722-5383
email: mrhodes@augtran.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Augusta Wood Preserving
Company

7/18/11
Date

[Signature]
Signature

Name (print): Richard E. Lackey
Title: General Counsel / Corp. Secretary
Address: PO Box 1124 Orangeburg, SC 29116

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara A Gallo
Title: Krevolin/Horst, LLC
Address: 1201 W. Peachtree St NW, Suite 325
Atlanta, GA 30309
Phone: 404-888-9700
email: gallo@khlawfirm.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR AUSTRA INSULATED PRODUCTS, INC.
Company (VON ROLL AUSTRA)
INC.

8/15/2011
Date

Karen TOTH
Signature

Name (print): KAREN TOTH
Title: EHS MANAGER AMERICAS
Address: 200 VON ROLL DRIVE
SCHENECTADY, NY 12306

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): JOHN J. PRIVITERA
Title: ATTORNEY
Address: MC NAMEE LOCHNER TITUS WILLIAMS,
677 BROADWAY AUBANY, NY 1207-
Phone: 518 447 3337 2503
email: privitera @ mltw.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Avis Car Rental Group, LLC
Company

7/8/11
Date


Signature

Name (print): ROSE PELINO, PE
Title: DIRECTOR ENVIRONMENTAL AFFAIRS
Address: 6 SYLVAN WAY, PARSIPPANY, NJ

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR AVONDALE MILLS, INC.
Company

7/6/2011
Date

Jack R. Altherr, Jr.
Signature

Name (print): JACK R. ALTHER, JR.
Title: PRESIDENT, CEO & CFO
Address: PO BOX 1109, MONROE, GA 30655

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): JACK R. ALTHER, JR.
Title: PRESIDENT, CEO & CFO
Address: 506 S. BROAD ST, PO BOX 1109
MONROE, GA 30655
Phone: 770-267-2226
email: jaltherr@avondalemills.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR B+B Imported Cars, Inc.
Company

7-14-11
Date

Will Benner
Signature

Name (print): Willi Benner
Title: President
Address: 946 Atomic Rd. N.A.S.C.
29841

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Willi Benner
Title: President
Address: 946 Atomic Rd.
N. Augusta, S.C. 29841
Phone: 803-279-7887
email: _____

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR B.R. Body Shop
Company

7/15/11
Date


Signature

Name (print): Tommy Morgan
Title: Owner
Address: 115 S. Dwell St Charlotte NC 28208

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR _____

Company

7-13-2011
Date

B. Wayne Buxton
Signature

Name (print): B. WAYNE BUXTON
Title: _____
Address: 797 GODBEE HILLIS RD
GIRARD GA. 30426

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Bailey Cabinet Co.
Company

8-11-11
Date

Lisa P. Hill
Signature

Name (print): Lisa P. Hill
Title: Secretary - Officer
Address: 5000 Bailey Ave, Sugar Hill Ga
3008

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: _____
Address: Barbara H. Gallo
gallo@khlawfirm.com
Phone: (404) 888-9700
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

Barnow Enterprises Inc
FOR DBA Barnow Body Shop
Company

7-18-11
Date

Blake Barnow
Signature

Name (print): Blake Barnow
Title: CEO
Address: 2261 Dixie Ave
Smyrna GA 30080

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR BARTON FORD
Company

7/8/11
Date

[Signature]
Signature

Name (print): Ken Heider
Title: FACILITIES DIRECTOR
Address: 2800 US Hwy 98 N Bunn FL 35830

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 838-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR BASSETT MIRROR CO., INC.
Company

7-11-2011
Date

J F Smith

Signature

Name (print): JOSEPH F. SMITH
Title: TREASURER
Address: PO BOX 627, BASSETT, VA 24055

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: _____ Barbara H. Gallo
Address: _____ gallo@khlawfirm.com

(404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

(Wayne)

FOR Battle Lumber Company
Company

7-7-2011

Date

Tim Lumpkin
Signature

Name (print):

Tim Lumpkin

Title:

Controller

Address: 11261 Hwy 1 South P.O. Box 1147

Wadley GA 30477

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print):

Barbara H. Gallo

Title:

gallo@khlawfirm.com

Address:

(404) 888-9700

Phone:

email:

KH

KREVOLIN HORST LLC

One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Batts Backs + Paint, Inc
Company

7/20/2011
Date

J. Kenneth Batts
Signature

Name (print): J. Kenneth Batts
Title: Pres
Address: 809 Guilford College Rd
Greensboro, NC 27409

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

Bavarian Mechanic Works
P.O. Box 211530
Martinez, GA 30917

FOR _____

Company

07-18-2011
Date

Joe L. Entekin
Signature

Name (print): Joe L. Entekin
Title: Owner / CEO
Address: P.O. Box 211530, Augusta, GA 30917

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Bayfront Medical Center
Company

7/6/2011
Date

[Signature]
Signature

Name (print): Eric Feder
Title: Exec. VP/COO
Address: _____

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Beach Ford Inc.
Company

Wesley F. Grubbs
Signature

7-6-11
Date

Name (print): Wesley F. Grubbs
Title: President
Address: 851 Jason Blvd.
Myrtle Beach, SC 29577

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Wesley F. Grubbs
Title: President
Address: 851 Jason Blvd.
Myrtle Beach, SC 29577
Phone: (843) 626-3666
email: wgrubbs@beachautomotive.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR BEAM'S CONTRACTING, INC.
Company

7/5/2011
Date

W. Scott Stephens
Signature

Name (print): W. Scott Stephens
Title: PRESIDENT / CEO
Address: 2335 Armitage Rd, Beaufort Island, SC

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Hull Barrett, PC

Name: Darren G. Meadows
Title: Partner
Address: 801 Broad Street, 7th Floor
Augusta, GA 30901
Phone: (706) 722-4481
Email: dmeadows@hullbarrett.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Beaulieu Group, LLC
Company

2/15/11
Date

[Signature]
Signature

Name (print): Del L. Land
Title: VP & CFO
Address: 1502 Coronet Dr. Dalton GA


Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Peter N. Farley
Title: General Counsel
Address: 1502 Coronet Drive
Dalton, GA 30722
Phone: 404-853-8187
email: peter.farley@southernland.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Behlen Mfg. Co.
Listed ^{Company} as Farmer

7/18/11
Date


Signature

Name (print): ERIK R. HASH
Title: General Counsel
Address: P.O. Box 569, Columbus, NE 68602

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): ERIK HASH
Title: General Counsel
Address: P.O. Box 569, 4025 E. 23rd St.
Columbus, NE 68602
Phone: 402-562-4104
email: ERIK.HASH@BEHLENMFG.COM

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR BellSouth Telecommunications,
Company
Inc. d/b/a AT&T Southeast

7-8-11
Date

[Signature]
Signature

Name (print): Matt Morning
Title: Associate Director Chief of Staff
Address: 37 Powder Springs St.
Marietta, GA 30064

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Jeffrey C. Hembree
Title: General Attorney
Address: 208 S. Akard St, Room 2934
Dallas, TX 75202
Phone: (214) 757-3454
email: jeffrey.hembree@att.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Bellweather, Inc.
Company

7/5/10
Date

Robert W. Jenkins
Signature

Name (print): ROBERT W. JENKINS
Title: PRESIDENT
Address: 1000 DAWLEY MILL RD., MCDONOUGH
GA

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Ben Mynatt Chevrolet Cadillac
Company

8/2/11
Date

Cynthia L. Mynatt
Signature

Name (print): Cynthia L. Mynatt
Title: president
Address: 281 Concord Parkway S.
Concord, N.C. 28027

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo _____
Address: gallo@khlawfirm.com _____
(404) 888-9700 _____

Phone : _____
email : _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR

BENFORD CONSULTING CO.
Company

Date

7/10/11

Signature

Marvin R. Benford

Name (print):

MARVIN R. BENFORD

Title:

OWNER

Address:

P.O. Box 811 Summerville
SC 29484

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print):

Barbara H. Gallo

Title:

gallo@khlawfirm.com

Address:

(404) 888-9700

Phone:

email:

KH

KREVOLIN HORST LLC

One Atlantic Center

1201 W. Peachtree Street, NW

Suite 3250

Atlanta, Georgia 30309

Attn: Dorie Madlock

Fax:

404.888.9577

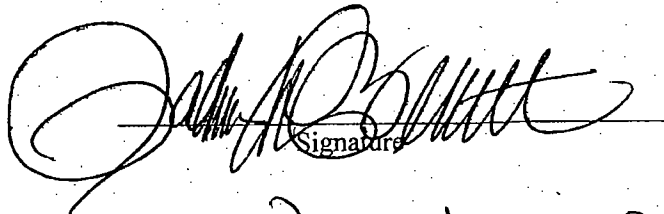
From: Patricia Bennett

FAXED

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Bennett Brothers Yachts, Inc.
Company

7/29/11
Date


Signature

Name (print): Patricia Donovan Bennett
Title: President
Address: 1701 J.E.L. Wade Dr.
Wilmington NC 28401

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

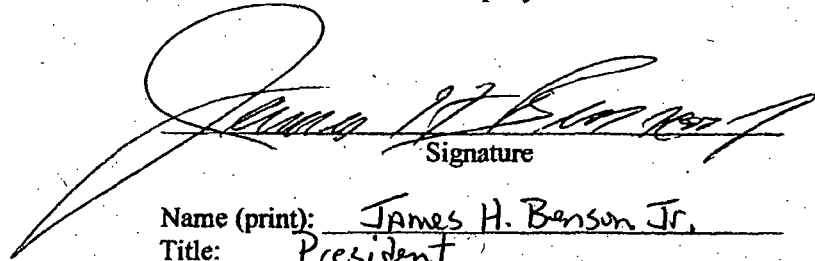
Phone : _____
email : _____
KH **KREVOLIN HORST LLC**
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

pulls

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Benson Ford Mering Inc.
Company

7-27-11
Date


Signature

Name (print): James H. Benson Jr.
Title: President
Address: 4701 Calhoun Mem. Hwy
Ensley S.C. 29641

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____


KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Beverage South, LLC,
Successor by merger to Beverage South, Inc.

7-15-2011
Date


Signature

Name (print): Randall D. Quintrell
Title: Counsel, Beverage South, LLC
Address: 999 Peachtree St., NE, Atlanta, GA 30309

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Randall D. Quintrell
Title: Counsel
Address: 999 Peachtree St., NE, Atlanta, GA 30309
Phone: 404-853-8366
email: randy.quintrell@sutherland.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Bill Cramer Chevrolet Cadillac Buick GMC, Inc.
Company f/k/a Tommy Thomas Chevrolet,
Inc.

7/15/11
Date


Signature

Name (print): ~~Vince Scuglia~~ WILLIAM C. CRAMER, JR
Title: ~~General Manager~~ PRESIDENT
Address: 2251 W. 23rd Street
Panama City, Florida 32405

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): William J. Sheppard
Title: Attorney
Address: 3399 Peachtree Road, N.E., Suite 810
Atlanta, Georgia 30326
Phone: 404-997-6020
email: wsheppard@jbpslaw.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Bill Currie Ford, Inc.
Company

7/19/11
Date

Jennifer Currie Bellomo
Signature

Name (print): Jennifer Currie Bellomo
Title: Vice President
Address: 5815 N. Dale Mabry Hwy.
Tampa, FL 33614

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Billy Howell Ford-Lincoln
Company

7-7-11
Date

Wallace R. Highsmith
Signature

Name (print): Wallace R. Highsmith
Title: Service Director
Address: 1805 Atlanta Highway
Cumming, GA. 30040

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Wallace R. Highsmith
Title: Service Director
Address: 1805 Atlanta Highway
Cumming, GA. 30040
Phone: 404-456-6913
email: Whighsmith@HowellFord.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Blackman Uhler Chemical Co.
Company

7/7/11
Date

[Signature]
Signature

Name (print): RICHARD D. SIERADZKI
Title: CFO
Address: PO Box 5427, SPARTANBURG, SC 29304

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: _____
Address: _____
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR BLUE FLAME FUELS, INC.
Company

August 11, 2011
Date


Signature

Name (print): Wilbur C. Overton
Title: President
Address: 201 West Eighth Street
Roanoke Rapids, NC 27870

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Bob Andrews Inc.
Company

7-14-11
Date

Michael B Andrews
Signature

Name (print): MICHAEL B ANDREWS
Title: owner / CEO
Address: 5801 TWO NOTCH RD.
COLUMBIA SC 29223

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Joan W. Hartley
Title: Attorney for Bob Andrews Motors
Address: Nexsen Pruet, LLC
P.O. Drawer 2426, Columbia, SC 29202
Phone: (803) 540-2129
email: jhartley@nexsenpruet.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR BOB BENNETT FORD, Inc.
Company

7-5-2011
Date

James L. Corlew, Sr. V. P.
Signature

Name (print): JAMES L. CORLEW, SR
Title: V. PRESIDENT
Address: 722 College Street
CLARKSVILLE, TN 37040

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): JAMES L. CORLEW, SR
Title: V. PRESIDENT
Address: 722 College Street
CLARKSVILLE, TN 37040
Phone: 931-552-2020, 931-624-3456
email: JAMES CORLEW @ JAMESCORLEW.COM

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Bob Card Ford
Company

7-6-11
Date

Bob Card
Signature

Name (print): Bob Card
Title: President
Address: 1800 Mt. Vernon Drive
Cleveland, TN. 37311

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 388-9700

Phone: _____
email: _____
KH **KREVOLIN HORST LLC**
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30308

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Bobby Jones Ford, Inc
Company

7-26-11
Date

Brenda Kitchens
Signature

Name (print): Brenda Kitchens
Title: Controller
Address: P.O. Box 15398
3480 WRIGHTSBORO ROAD
Augusta, GA. 30919

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print):
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Boca Industries, Inc.
Boca Industries, Inc.
Company

[Signature] President
President Signature

7/27/2011
Date

8/16/2011

Name (print): Donald E. Lenci
Title: President
Address: 2990 Edwin Alston Rd
Fayetteville, NC 28306

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: 678-861-5036
email: amlema@yahoo.com

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR BORAL BRICKS INC.
Company

July 8, 2011
Date

[Signature]
Signature
Name (print): ROBERT P. KEPFORD
Title: PRESIDENT
Address: 200 MANSELL CT. EAST
ROSWELL, GA 30076

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Flav-O-Rich Dairies, LLC n/k/a Borden Dairy
Company of Kentucky, LLC

7/27/2011
Date


Signature

Name (print): DANIEL A. BLATUS
Title: SVP GENERAL COUNSEL
Address: 9750 N CENTRAL EXPRESS
SUITE 400
DALLAS, TX 75231


Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): N. Tobias Smith
Title: Attorney
Address: 901 Main Street Suite 4400
Dallas, Texas 75202
Phone: 214.651.4611
email: tobias.smith@strasburger.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR BOSAL INDUSTRIES, GA
Company

8/9/11
Date


Signature

Name (print): WHIT DIBBS
Title: HR MANAGER
Address: PO Box 230
LANOONA, GA 30553

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print):
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 883-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Bottling Group, LLC (a/k/a Pepsi-Cola
and The Pepsi Bottling Company)

7/6/11
Date

David H. Patrick

Signature

Name (print): David H. Patrick
Title: Managing Director - Delegate
Address: 1 Pepsi Way, Somers, NY 10589

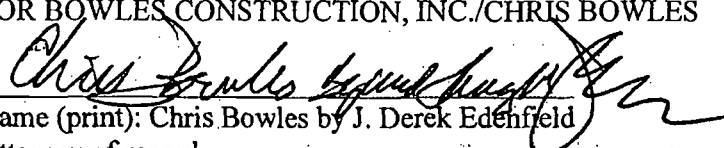
Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): David H. Patrick, Esq.
Title: Managing Director - Delegate
Address: 1 Pepsi Way, Somers, NY 10589
Phone: 914-767-7107
email: David.Patrick@PepsiCo.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc., Superfund Site
DOJ Case Number 90-11-3-10081

FOR BOWLES CONSTRUCTION, INC./CHRIS BOWLES

07/27/11
Date


Name (print): Chris Bowles by J. Derek Edenfield
Attorney of record
Title: President
Address: 1012 Tindon Street
Augusta, Georgia 30909

Agent Authorized to Accept
Service on Behalf of Above-
signed Party:

Name: (print): J. Derek Edenfield
Title: Attorney/Findlay & Edenfield, LLC
Address: 1030 Jimmie Dyess Pkwy Ste. 4
Augusta, Georgia 30909
Phone: (706) 855-7085
Email: derek@findlayedenfield.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR BOXLEY MATERIALS COMPANY
Company

7/6/11
Date

Thomas T. Johnson
Signature

Name (print): THOMAS T. JOHNSON
Title: CFO
Address: PO BOX 13527, ROANOK, VA 24035

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): ARNOLD S. BOXLEY, III
Title: PRESIDENT
Address: 15418 W. LYNCHBURG SALON TURNPIKE
BLUE RIDGE, VA 24064
Phone: 540-777-7600
email: ABOXLEY@BOXLEY.COM

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR BRADLEY PLYWOOD CORPORATION
Company

July 7, 2011
Date

Daniel H. Bradley
Signature

Name (print): Daniel H. Bradley
Title: President
Address: P.O. Box 1408
Savannah, GA 31402-1408

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR BRAOSHAN OLOS- CADILLAC
Company

7/5/11
Date

[Signature]
Signature

Name (print): GEORGEY CHALLENGER
Title: CEO
Address: 14000 E WOOD HAMPTON BLVD
GREEN, SC 29651

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: _____
Address: Barbara H. Gallo _____
gallo@khlawfirm.com _____
(404) 888-9700 _____
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR BRANDI PETROLO / BRANDI COMPANIES
Company

8/17/11
Date

Robert Brandi
Signature

Name (print): ROBERT BRANDI
Title: PRESIDENT
Address: 27 CEDARCREST DR. LEX SC 29072

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Brasseler U.S.A. Mfg., Inc.
Company A/K/A Brasseler USA
Dental, LLC

8-4-11
Date

Roland W. Minnis
Signature

Name (print): Roland W. Minnis
Title: Chief Financial Officer
Address: One Brasseler Blvd.
Savannah, GA 31419

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR BREAKAWAY HONDA
Company

7/5/2011
Date

[Signature]
Signature

Name (print): JEFFREY CHALLENGER
Title: CEO
Address: 330 WOODRUFF ROAD
GREENVILLE, SC 29607

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

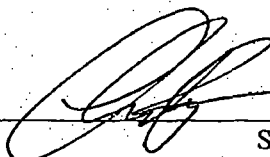
KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Brewer Cycles, Inc.
Company

7-19-2011
Date


Signature

Name (print): Christopher L. Brewer
Title: President
Address: 420 Warrenton Rd., Henderson, NC 27536

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): James C. Wrenn Jr.
Title: Attorney
Address: P.O. Box 247
Oxford, NC 27565
Phone: 919-693-8161
email: jcw@hopperhickswrenn.com

*Fyestone
Service
Center*

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Bridgestone Retail Operations
Company

7/7/11
Date

John Sheerin
Signature

Name (print): John Sheerin
Title: Retail Environmental Director
Address: 373 E Lake St, Bloomington, IL 60108

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Heidi Hughes Bumpers
Title: Attorney, Jones Day
Address: 51 Louisiana Avenue N.W.
Washington DC 20001
Phone: (202) 879-7666
email: hnbumpers@jonesday.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Briggs & Stratton Corporation
Company

7-20-2011
Date

Patricia M. Hanz
Signature

Name (print): Patricia M. Hanz
Title: Assistant General Counsel
Address: P.O. Box 702
Milwaukee, WI 53201-0702

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): CT CORP SYSTEM
Title: _____
Address: 1201 PEACHTREE ST. NE
ATLANTA, GA 30301
Phone: 404-870-9092
email: _____

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR

Brook Ford Inc
Company

8/22/11
Date

Robert H. Brooker
Signature

Name (print): Robert H. Brooker

Title: President

Address: 925 Shugart Rd Dalton Ga 30721

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo

Title: gallo@khlawfirm.com

Address: (404) 888-9700

Phone: _____

email: _____

KH

KREVOLIN HORST LLC

One Atlantic Center

1201 W. Peachtree Street, NW

Suite 3250

Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Broward County
Company

7/7/11
Date

Robert Block
Signature

Name (print): Robert Block
Title: Assistant Director of Maintenance - BCAD
Address: 3545 SW 2nd Ave Ft Lauderdale, FL 33315

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: _____
Address: _____
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Broward Sheriff's Office
Company

7/29/11
Date

Jeffrey Hessler
Signature

Name (print): Jeffrey Hessler
Title: Senior Legal Counsel
Address: 2601 W. Broward Blvd.
Fort Lauderdale, FL 33312

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Jeffrey Hessler
Title: Senior Legal Counsel
Address: 2601 W. Broward Blvd.
Fort Lauderdale, FL 33312
Phone: (954)831-8923
email: jeff_hessler@sheriff.org

Columbia
Brunswick Hospital

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Brunswick Community Hospital, LLC
Company

8/22/11
Date

Jenny S. L. L.
Signature

Name (print): Denise B. Mihal
Title: President
Address: 1 Medical Center Dr, Supply, NC 28402

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): C. Edward Teague III
Title: Director and Asst. General Counsel
Address: 2085 Frontis Plaza Blvd
Winston-Salem, NC 27102
Phone: 336-277-1096
email: cteague@innovanthealth.org

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Brunswick Corporation
(Inc. US Marine Supply)

July 11, 2011
Date

Kristin M. Coleman
Signature

Name (print): Kristin M. Coleman
Title: VP, General Counsel and Secretary
Address: 1 N. Field Court, Lake Forest, IL 60045

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

KH

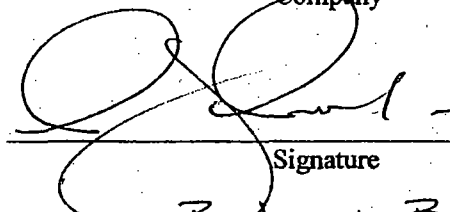
KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR BRUSH & COMPANY
Company

7-8-11

Date


Signature

Name (print): B. Joseph Brush Jr.

Title: Vice president

Address: 496 B. FLOWING WELLS RD.
MARTINEZ, GA 30907

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): JAMES B. TROTTER

Title: ATTORNEY

Address: 3527 WALTON WAY
AUGUSTA GA 30909

Phone: 706-737-3138

email: jim@trotterjones.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Budget Auto Painting
Company

2/7/11
Date

Thomas L Hanlon
Signature

Name (print): Thomas L Hanlon
Title: PRES.
Address: 4367 Buford Hwy

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): SAME
Title: _____
Address: _____
Phone: _____
email: _____

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Burke County Hospital Authority
Company

8-16-11
Date

Gerald Murray
Signature

Name (print): Gerald Murray
Title: Chairman
Address: 351 Liberty St. Waynesboro GA 30830

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Bussey Grocery
Company

7-8-2011
Date

Edith S. Bussey
Signature

Name (print): Edith Bussey
Title: owner
Address: P.O. Box 150, Madoc, SC 29838

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR C+K Machine and Fab, Inc
Company

7-6-2011
Date

Wade Guin
Signature

Name (print): M. Wade Guin
Title: Manager
Address: 1611 Marvin Griffin Road
Augusta, GA 30906

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): M. Wade Guin
Title: manager
Address: _____
Phone: _____
email: _____

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR C. R. Jackson, Inc.
Company

7-25-11
Date

Bruce A. Sproles
Signature

Name (print): Bruce A. Sproles
Title: V.P.
Address: 100 Independence Blvd.
Columbia, SC 29210

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Bruce A. Sproles
Title: V.P.
Address: 100 Independence Blvd
Columbia, SC 29210
Phone: 803-750-6070
email: bsproles@crjackson.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Cameron Body Shop, Inc.
Company

07-06-11
Date

James F. Cameron
Signature

Name (print): James F. Cameron
Title: President - Owner
Address: 612 Carriage St. Sanford, NC 27330

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Sello
Title: Executive + Host, LLC
Address: 1301 W Peachtree St. NW Ste 325
Atlanta, GA 30309
Phone: 404-888-9700
email: davie@khlawfirm.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Campbell's Body Shop
Company

7/5/2011
Date

Keith Campbell
Signature

Name (print): Keith Campbell
Title: General Manager
Address: 507 Amelia Avenue Spartanburg SC
29302

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____
email: KH **KREVOLIN HORST LLC**
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Campbell Garage
Company

7-6-11
Date

[Signature]
Signature

Name (print): David Campbell
Title: Owner
Address: 310 S. Assembly St
Cola, SC 29720

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

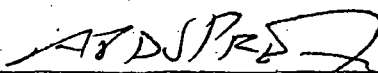
KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Cape Romain Contractors, Inc.
Company

7/6/2011
Date


Signature

Name (print): Anthony T. DuPre, Jr.
Title: President
Address: 612 Cape Romain Road, Wando, SC 29492

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Anthony T. DuPre, Jr.
Title: President
Address: 612 Cape Romain Road
Wando, SC 29492
Phone: (843) 884-5167
email: sonny@caperomaincontractors.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR

Capital Cadillac

Company

7/5/11
Date

[Signature]
Signature

Name (print): John Kennedy

Title: CEO

Address: Capital Cadillac
2210 Cobb Parkway South
Smyrna, GA 30080

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): William L. Bridges, III

Title: President

Address: Capital Cadillac
2210 Cobb Parkway South
Smyrna, GA 30080

Phone: 770-963-2817

email: William.Bridges@
CapitalCadillac.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR CAPITAL FORD INC
Company

July 22, 2011
Date

[Signature]
Signature

Name (print): TERRY W. MOSLEY
Title: GENERAL MANAGER
Address: 4900 CAPITAL BVD RALEIGH NC
27616

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 880-9700

Phone: _____
email: _____
KH **KREVOLIN HORST LLC**
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Caprio Inc.
Company

8/22/11
Date

Anita Bucci
Signature

Name (print): Anita Bucci
Title: Global HSE Director
Address: 434 Harris Bridge Rd. Pickens SC
29681

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Kathy Dorsey
Title: Human Resources, Kingsberg
Address: 162 East Meadowlake Pkwy
Swainsboro, GA 30401
Phone: 478-237-3418 x 13
email: kathy.dorsey@ka-group.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

Carden's Body & Paint Service Inc.
7709 Hwy 157 W

FOR Rougemont, NC 27572
919-782-8611

7-5-11
Date

William Carden Jr.
Signature

Name (print): WILLIAM CARDEN JR.
Title: PRESIDENT
Address: 7709 Hwy 157 ROUGEMONT NC
27572

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR CARLISLE TIRE & RUBBER COMPANY
NOW KNOWN Company
AS CARLISLE TRANSPORTATION PRODUCTS, INC.

7/5/2011
Date

Michael Roberson
Signature

Name (print): MICHAEL ROBERSON
Title: ASSISTANT SECRETARY
Address: 250 S. CLINTON ST
SYRACUSE, NEW YORK 13202

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR CAROLINA INTERNATIONAL TRUCKS INC
Company

7/13/11
Date

[Signature]

Signature

Name (print):

R D Ryan

Title:

President

Address:

1619 Bluff Rd, Columbia, SC

29201

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print):

J. René Josey

Title:

Attorney

Address:

P.O. Box 5478

Florence, SC 29502

Phone:

843-656-4451

email:

R.Josey@TurnerPadget.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Cary Mower + Saw, Inc.
Company

July 22, 2011
Date

Betsy Lynn Braxton
Signature

Name(print): Betsy Lynn Braxton
Title: U-pres.
Address: 1004 Wynwood Dr.
Cary, NC 27511

Agent Authorized to Accept Service Name(print): n/a
on Behalf of Above-signed Party: Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____


KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Cory O. 1 Coy Inc
Company

7-22-2011
Date


Signature

Name (print): Don Stephenson
Title: President
Address: 110 Mckenzie Drive
Cory NC 27511

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Castalloy, Inc.
Company

22 July 2011
Date

Ian B. Bird
Signature

Name (print): Ian B. Bird
Title: Senior Vice President
Address: 601 Corporate Circle, Suite 150
Golden, CO 80401

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Angelyn Gill
Title: Health, Safety and Environmental
Coordinator
Address: 1606 Executive Drive
LaGrange, Georgia 30240
Phone: 706-884-6884-2527
email: angie.gill@noricangroup.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR CBI SERVICES INC.
Company

7/11/11
Date

[Signature]
Signature

Name (print): WALTER G. BROWNING
Title: MANAGING GENERAL COUNSEL
Address: 2103 RESEARCH FOREST DR.
THE WOODLANDS, TX 77380

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: _____
Address: Barbara H. Gallo
gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR CCX Fiberglass Products
Company

July 7, 2011
Date


Signature

Name (print): Francis X Feeney
Title: VP Finance
Address: 101 Braeburn Road, Lower Burrell, PA
15068

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Neal J. White, P.C.
Title: McDermott Will & Emery LLP
Address: 227 West Monroe Street
Chicago, IL 60606-5096
Phone: 312.984.7579
email: nwhite@mwe.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Central Chevrolet
Company

7/20/2011
Date

[Signature]
Signature

Name (print): Timothy J. Hallice
Title: Director of Risk Management
Address: 6415 Idlewild Road, Charlotte, NC 28212

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30308

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Central Textiles, Inc
Company

8/6/11
Date

Gerald C. Smith
Signature

Name (print): GERALD C. Smith
Title: CEO
Address: 237 Mill Avenue, Central SC
29630

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone : _____
email : _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Champlin Craftsmen inc
Company

7/27/11
Date

Edward C. Robinson
Signature

Name (print): Edward C. Robinson
Title: President
Address: 3034 Lake Forest Dr
Augusta, GA 30909

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

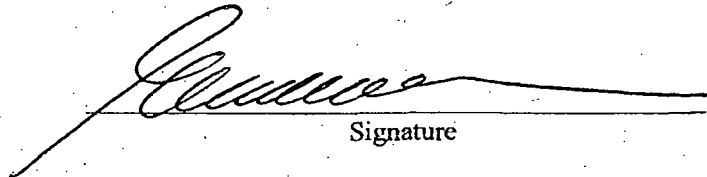
United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Chaparral Boats, Inc.

Company

7/20/2011

Date


Signature

Name (print): Earl Blackwell

Title: Vice President-Manufacturing

Address: 300 Industrial Park Blvd.
Nashville, GA 31639

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Jeffrey Smith

Title: Cfo

Address: 300 Industrial Park Blvd
Nashville, Ga 31639

Phone: 229-686-7421

email: _____

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Chesborough's Automatic Transmissions
Company

7-28-11
Date

Julie C. Henry
Signature

Name (print): Julie C. Henry
Title: Office Manager
Address: 138 Sand Bar Ferry Rd
Augusta, GA 30901

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR CHEM NUCLEAR / ENERGY SOLUTIONS
Company

JULY 8, 2011
Date

James W. Latham
Signature

Name (print): JAMES W. LATHAM
Title: PRESIDENT, CHEM-NUCLEAR SYSTEMS LLC
Address: 740 OSBORN RD BARNWELL, SC 29812

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR CHESTER County SC
Company

8-9-11
Date

R. Carlisle Roddey
Signature

Name (print): R. CARLISLE RODDEY
Title: CHESTER COUNTY SUPERVISOR
Address: _____

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): JOANIE WINTERS
Title: CHESTER COUNTY ATTORNEY
Address: 105 MAIN STREET
CHESTER SC 29706
Phone: 803-581-8190
email: JOANIE@WINTERSLAWSC.COM

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

Chuck Clancy Ford
(A/K/A Chuck Clancy Ford of Marietta,
FOR LLC D/B/A Team Ford of Marietta)
Company

7-27-2011
Date


Signature

Name (print): Rick J. Burgess
Title: Attorney for Chuck Clancy Ford
Address: 450 E. Las Olas Blvd., Suite 1400
Fort Lauderdale, FL 33301

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

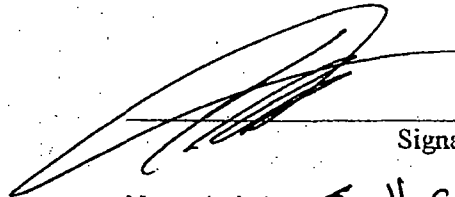
KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR CIBA Vision Corporation
Company

7/26/11
Date



Signature

Name (print): Scott Chyatte

Title: Secretary

Address: 11460 Johns Creek Parkway
Duluth, GA 30097

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Corporation Service Company

Title: _____

Address: 2711 Centerville Road
Wilmington, DE 19808

Phone: (888) 690-2882

email: sop@cscinfo.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-1.1-3-10081

FOR Citgo Petroleum Corporation
Company

7/26/11
Date

Stephen J Bednar
Signature

(CWN)

Name (print): Stephen J Bednar
Title: Asst. Secretary
Address: 1293 Eldridge Parkway
Houston, Texas 77077

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): CT Corporation System
Title: _____
Address: 1201 Peachtree Street, N.E.
c/o CT Corporation System
Phone: Atlanta, GA 30361
email: _____

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR City of Acworth, Georgia
Company

7-6-11
Date

Thomas W. Allegood
Signature

Name (print): Thomas W. Allegood
Title: Mayor
Address: 4415 Senator Russell Ave.,
Acworth, GA 30101

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700

Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR CITY of AIKEN, SOUTH CAROLINA
Company

8-10-11
Date


Signature
ITS: CITY MANAGER

Name (print): RICHARD L. PEARCE

Title: CITY MANAGER

Address: PO DRAWER 1177 AIKEN SC 29802

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): RICHARD L. PEARCE

Title: CITY MANAGER

Address: PO DRAWER 1177
AIKEN SC 29802

Phone: 803. 642. 7666

email: rpearce@cityofaikensc.gov

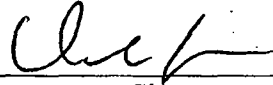
United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR CITY OF AUGUSTA

Company

July 29, 2011

Date


Signature

AGM
7/29/11

Name (print): Deke Copenhaver

Title: Mayor

Address: 530 Greene Street, Augusta, GA 30901

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Bob Mowrey

Title: Partner

Address: Mowrey, Meezan, Coddington, Cloud, LLP

1100 Peachtree Street, Suite 650

Atlanta, Georgia 30309

Phone: (404) 969-0747

Email: bob.mowrey@m2c2law.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR City of Augusta's Augusta Regional
Airport at Bush Field
Company

7-7-11
Date

[Signature]
Signature

Name (print): Frederick L. Russell
Title: Administrator
Address: 530 Greene St. Augusta, GA 30901

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Andrew Mackenzie
Title: General Counsel
Address: 501 Greene St. Ste. 202
Augusta, GA 30901
Phone: (706) 842-5550
email: AMackenzie@augusta-ga.gov

Augusta

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR CITY OF FORT LAUDERDALE
Company

7/27/11
Date

Albert J. Carbon III
Signature

Name (print): Albert J. Carbon III
Title: Public Works Director
Address: 100 N ANDREWS AVE FORT LAUDERDALE
FL 33301

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): TOOD HITESHEW
Title: ENVIRONMENTAL SERVICES MANAGER
Address: 100 N Andrews Ave
Fort Lauderdale, FL 33301
Phone: 954.828.7807
email: fhiteshew@fortlauderdale

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

The undersigned representative of the City of Jacksonville is authorized, pursuant to Chapter 112, Part 3, City of Jacksonville Ordinance Code, to settle on terms described in this document.

FOR : City of Jacksonville

Company



Signature

07.26.11

Date

Name (print): Devin Reed

Title: Director of Central Operations

Address: 214 Hogan St., Ste. 117

Ed Ball Building

Jacksonville, FL 32202

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Kristina G. Nelson

Title: Assistant General Counsel

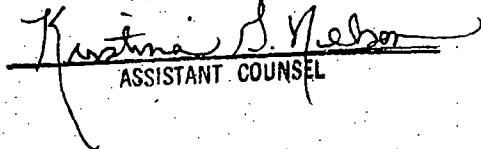
Address: 117 W. Duval St., Ste. 480

Jacksonville, FL 32202

Phone: 904-630-1736

Email: kgnelson@coj.net

FORM APPROVED



ASSISTANT COUNSEL

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR City of Myrtle Beach, S.C.
Company

7-6-2011
Date

Thomas E. Leath
Signature

Name (print): THOMAS E. LEATH
Title: CITY MANAGER
Address: P.O. BOX 2468
Myrtle Beach, SC 29578

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo
Address: gallo@khlawfirm.com
(404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR City of North Augusta
Company

7-11-2011
Date


Signature

Name (print): C. Samuel Bennett, II
Title: City Administrator
Address: P.O. Box 6400, North Augusta, SC 29861

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Kelly F. Zier, Esquire
Title: City Attorney
Address: 602 West Avenue, North Augusta, SC 29841
Phone: 803-279-5998
email: kzier@zierlawfirm.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR City of Thomson
Company

8-19-11
Date

Jimmy D Plunkett
Signature

Name (print): Jimmy D Plunkett
Title: Attorney State Bar # 582287
Address: 234 Main Street
PO Box 1576
Thomson, GA 30084

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Jimmy D Plunkett
Title: Attorney
Address: 234 Main Street
Thomson, GA 30084
Phone: (706) 595 6700
email: jplunkett@classicsonline.net

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR CLARICANT CORPORATION
Company

7/27/11
Date

C. S. Barnard
Signature

Name (print): C. S. Barnard
Title: Sr. Vice President - legal
Address: 4000 Monroe Road
Charlotte, NC 28205

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Erin Russell
Title: Asst General Counsel
Address: 4000 Monroe Road
Charlotte, NC 28205
Phone: 704-331-7059
email: erin.russell@claricant.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Clark Environmental, Inc.
Company

7/11/2011
Date

Elizabeth G. Clark
Signature

Name (print): Elizabeth G. Clark
Title: President
Address: 755 Prairie Industrial Pkwy
Mulberry, FL 33660

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR CLASSIC COLLISION OF BUCKHEAD, INC
Company

7/6/11
Date


Signature

Name (print): DONALD C. BESKIN
Title: ATTY IN FACT / REG'D AGENT
Address: 5180 ROSWELL RD. So Bldg St. 201
ATL, GA. 30342

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

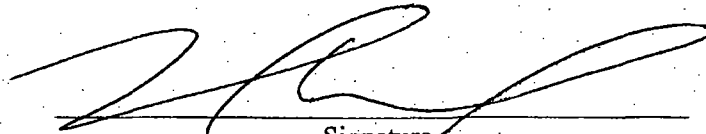
Name (print): DONALD C. BESKIN
Title: ATTY IN FACT / REG'D AGENT
Address: 5180 ROSWELL RD.
So Bldg, #201 ATL, GA 30342
Phone: 404-843-2002
email: donbeskin@aol.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

Clean Harbors of Baltimore, Inc., successor to
Chem-Clear of Baltimore, Inc.
FOR _____
Company

July 25, 2011

Date


Signature

Name (print): Michael R. McDonald
Title: Vice President and Assistant Secretary
Address: 42 Longwater Drive, Norwell, MA 02061

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Michael R. McDonald
Title: Vice President and Assistant Secretary
Address: 42 Longwater Drive
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Phone: (781) 792-5000
email: mcdonaldm@cleanharbors.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Clemson University

Company

IRF #: 76412

7/20/11
Date

Pete Kulmala
Signature

Name (print): Pete Kulmala

Title: Attorney

Address: PO Box 705 Barnwell, SC 29812

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Pete Kulmala

Title: Attorney

Address: PO Box 705

Barnwell, SC 29812

Phone: (803) 259-5531

email: petekulmala@hotmail.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR CLUB CAR, LLC

6/27/11

Date

Barbara A. Santoro

Name (print): Barbara A. Santoro

Title: Secretary

Address: 1 Centennial Avenue, Piscataway, NJ 08855

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Dawn Horst

Title: Manager, Global Environmental Programs

Address: 1 Centennial Avenue, Piscataway, NJ 08855

Phone: (732) 652-6723

email: dawn_horst@irco.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR CMS GARAGE
Company

7-19-11
Date

Stephen L. Moon
Signature

Name (print): STEPHEN L. MOON
Title: OWNER
Address: 1219 South MAIN ST.
ANDERSON S.C. 29624

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: _____
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Phone: _____
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KH

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United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Coastal Industries, Inc.
Company

7/22/11
Date

M Ray Adams
Signature

Name (print): M Ray Adams
Title: PRESIDENT
Address: 3700 St. Johns Industrial Pkwy W
Jacksonville, FL 32246

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Charles F. Mills, III
Title: Attorney
Address: 1301 River place Blvd Ste 1500
Jacksonville FL 32207
Phone: 904-346-5902
email: cmills@cfmlaw.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Coastal Waterproofing, Inc
Company

7/6/2011
Date

Cynthia V. Ward
Signature

Name (print): Cynthia V Ward
Title: Sec
Address: 4627 Kershaw Rd, Oriental NC 28571

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Barbara H. Gallo
Title: gallo@khlawfirm.com
Address: (404) 888-9700
Phone:
email:

KH

KREVOLIN HORST LLC
One Atlantic Center
1201 W. Peachtree Street, NW
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Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Coats and Clark, Inc.
Company

7/6/11
Date

[Signature]
Signature

Name (print): William F. Ostmann
Title: Vice President and Treasurer
Address: 3430 Torington Way, Suite 301
Charlotte, NC 28277

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): CT Corporation System
Title: N/A
Address: 1201 Peachtree Street NE
Atlanta, GA 30361
Phone: 1-866-286-4469
email: N/A

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Coca-Cola Bottling Co. Consolidated
Company

7/6/11
Date

Doug Leonard
Signature

Name (print): Doug Leonard
Title: Director, Environmental Affairs
Address: 4115 Coca-Cola Plaza
Charlotte, NC 28211

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): _____
Title: Barbara H. Gallo _____
Address: gallo@khlawfirm.com _____
(404) 888-9700 _____
Phone: _____
email: _____

KH

KREVOLIN HORST LLC
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1201 W. Peachtree Street, NW
Suite 3250
Atlanta, Georgia 30309

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Coca-Cola Bottling Company United, Inc.
Company

7-7-2011

Date

Hafiz Chandivala

Signature

Name (print): Hafiz Chandivala
Title: VP CFO, Treasurer and Assistant Secretary
Address: 4600 East Lake Blvd. Birmingham, AL 35217

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): M. Williams Goodwyn, Jr.
Title: VP General Counsel & Secretary
Address: 4600 East Lake Boulevard
Birmingham, AL 35217
Phone: 205.849.3251
email: wgoodwyn@ccbcu.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR **Coca-Cola Enterprises, Inc.**, by and through its
successor in interest Coca-Cola Refreshments USA,
Inc.

Company

July 15, 2011
Date

Bruce Koras
Signature

Name (print): BRUCE KORAS
Title: VP, Environment + Sustainability
Address: 1 Coca-Cola Plaza, Atlanta, GA 30313

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Vail T. Thorne, Esq.
Title: Senior Environmental, Health & Safety Counsel
Address: One Coca-Cola Plaza, Atlanta, Georgia 30313

Phone: (404) 676-5001
Email: vthorne@na.ko.com

United States of America and State of Georgia v. Settling Defendants
Alternate Energy Resources, Inc. Superfund Site
DOJ Case Number 90-11-3-10081

FOR Coca-Cola USA, by and through its successor in
interest Coca-Cola Refreshments USA, Inc.
Company

July 15, 2011
Date

Bruce Karas

Signature

Name (print): BRUCE KARAS
Title: VP, Environment + Sustainability
Address: 1 Coca-Cola Plaza, Atlanta, GA 30313

Agent Authorized to Accept Service
on Behalf of Above-signed Party:

Name (print): Vail T. Thorne, Esq.
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Email: vthorne@na.ko.com